



Equal Employment Opportunity Program

FY 2022

(Includes 2021 Updates)

Part 1 – Contractor Compliance Plan

In accordance with
23 CFR 230
Appendix A to Subpart C

Acronyms

AAP	Affirmative Action Plan
AEE0/DBE	Assistant EEO Administrator/DBE/External
AEE0/AAP	Assistant EEO Administrator/Affirmative Action Program
AASHTO	American Association of State and Highway Officials
CAP	Corrective Action Plan
CCP	Contractor Compliance Program
CFR	Code of Federal Regulations
CR	Civil Rights
DBE	Disadvantaged Business Enterprise
EEO	Equal Employment Opportunity
FHWA	Federal Highway Administration
GO	General Office
GDOT	Georgia Department of Transportation
GMS	Georgia Merit System
HR	Human Resources

MOG	Manual of Guidance
NHI	National Highway Institute
OFCCP	Office of Federal Contract Compliance Programs
OJT	On-the-Job Training
OSD	Office of Strategic Development
TOPPS	Transportation On-Line Policy & Procedures Systems
VCAP	Voluntary Corrective Action Plan

Georgia Department of Transportation

Equal Employment Opportunity Office

Part I: External Programs

2022 Contractor Compliance Program Plan (CCP)

Submitted to FHWA – August 01, 2021

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§ 230.307 Policy:

Every employee and representative of State highway agencies shall perform all official equal employment opportunity actions in an affirmative manner, and in full accord with applicable statutes, executive orders, regulations, and policies enunciated there under, to assure the equality of employment opportunity, without regard to race, color, religion, sex, or national origin both in its own work force and in the work forces of contractors, subcontractors, and material suppliers engaged in the performance of Federal-aid highway construction contracts.

§ 230.305 Definitions:

As used in this subpart, the following definitions apply:

(a) ***Affirmative Action Plan*** means:

(1) With regard to State highway agency work forces, a written document detailing the positive action steps the State highway agency will take to assure internal equal employment opportunity (internal plan).

(2) With regard to Federal-aid construction contract work forces, the Federal equal employment opportunity bid conditions, to be enforced by a State highway agency in the plan areas established by the Secretary of Labor and FHWA special provisions in non-plan areas (external plan).

(b) ***Equal employment opportunity program*** means the total State highway agency program, including the affirmative action plans, for ensuring compliance with Federal requirements both in State highway agency internal employment and in employment on Federal-aid construction projects.

(c) ***Minority groups***. An employee may be included in the minority group to which he or she appears to belong, or is regarded in the community as belonging. As defined by U.S. Federal agencies for employment purposes, minority group persons in the U.S. are identified as Blacks (not of Hispanic origin), Hispanics, Asian or Pacific Islanders, and American Indians or Alaskan Natives.

(d) **Racial/ethnic identification.** For the purpose of this regulation and any accompanying report requirements, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one racial/ethnic category. The following group categories will be used:

(1) The category **White (not of Hispanic origin):** All persons having origins in any of the original peoples of Europe, North Africa, the Middle East, or the Indian Subcontinent.

(2) The category **Black (not of Hispanic origin):** All persons having origins in any of the Black racial groups.

(3) The category **Hispanic:** All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

(4) The category **Asian or Pacific Islanders:** All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

(5) The category **American Indian or Alaskan Native:** All persons having origins in any of the original peoples of North America.

(e) **State** means any of the 50 States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, and the Virgin Islands.

(f) **State highway agency** means that department, commission, board, or official of any State charged by its laws with the responsibility for highway construction. The term *State* should be considered equivalent to **State highway agency** if the context so implies.

[41 FR 28270, July 9, 1976, as amended at 41 FR 46293, Oct. 20, 1976]

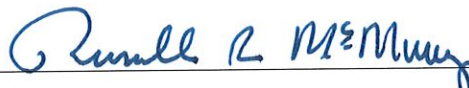
INTRODUCTION

It is the policy of the Georgia Department of Transportation (GDOT) to ensure compliance with the Federal Highway Administration (FHWA) 23 Code of Federal Regulations (CFR) Part 230 federal aid policies and procedures relative to the State of Georgia's transportation internal and external Equal Employment Opportunity programs requirements.

To this end, the Georgia Department of Transportation shall not discriminate on the basis of race, color, religion, sex or national origin in employment, hiring, training, promotional opportunities, administration and performance of any GDOT assisted contracts. GDOT shall take all necessary and reasonable steps to ensure nondiscrimination. Every employee shall uphold all official equal employment actions in an affirmative manner in accordance with applicable statutes, executive orders, regulations and policies. This policy shall ensure compliance with all federal highway contractors, subcontractors and material suppliers.

PURPOSE

To set forth, GDOT's role and responsibilities for assuring compliance with the Equal Employment Opportunity requirements on federally assisted highway construction contracts.



Russell McMurry, P.E., Commissioner,
Georgia Department of Transportation



Kimberly A. King, Director
Office of Equal Employment Opportunity

I. ORGANIZATIONAL STRUCTURE

To ensure that highway contractors are in compliance with the Equal Employment Opportunity (EEO) provisions, GDOT has appropriate staff within the Central Office and District Offices in sufficient numbers to coordinate and conduct compliance reviews on highway construction projects.

The Contract Compliance Program is centralized with seven (7) District staff offices conducting compliance reviews. The Central Office provides administrative oversight of the compliance program and serves as liaison to the Federal Highway Administration (FHWA).

The Georgia Department of Transportation Equal Employment Opportunity Division is located at One Georgia Center, 600 West Peachtree Street, NW, Seventh (7th) Floor, Atlanta, Georgia 30308. The Equal Employment Opportunity Division handles all matters pertaining to Equal Employment Opportunity and Civil Rights. The head of this Department is the Equal Employment Opportunity Director, who operates under the direction and control of the Commissioner of the Georgia Department of Transportation. The Director has direct and unfettered access to the Commissioner for the purpose of resolving all issues relative to the Agency's civil rights functions. The Departmental organizational chart indicates the position of this office in relation to the other divisions of the Department of Transportation. The Equal Employment Opportunity Office is also responsible for the administration of both contractor and departmental EEO Compliance.

A. EQUAL EMPLOYMENT OPPORTUNITY DIRECTOR

The Equal Employment Opportunity (EEO) Director has the overall responsibility for monitoring and administering the Department's internal training programs (in conjunction with Human Resources personnel) for all employees, on matters of EEO, affirmative action, Titles VI and VII, and all diversity considerations for the Department. Externally, the Director provides oversight and administration for the Disadvantaged Business Enterprise (DBE) Program to include small business, on-the-job (OJT) training, contractor compliance and supportive services. The EEO Director supervises a staff of nineteen (19) GDOT employees in the Equal Employment Opportunity Office. The Director serves on the American Association of State and Highway Officials (AASHTO) Civil Rights Subcommittee, is a member of the American Association for Affirmative Action Educational Foundation and the Southern Transportation Civil Rights Executive Council.

The Equal Employment Opportunity Director, Assistant Equal Employment Opportunity Administrator (External), and two Contract Compliance Officers provide oversight for the implementation of the Contract Compliance Program. All of these individuals are full-time employees of GDOT.

The current Director's previous experience is in employment law, labor relations, human resources and EEO. She has a bachelor's degree in Political Science and a Juris Doctorate from Southern Illinois University School of Law. She has been in her position since December 2012.

B. ASSISTANT STATE ADMINISTRATOR- EQUAL EMPLOYMENT OPPORTUNITY (EXTERNAL)

The Assistant Administrator (External) is responsible for managing the day to day operation of GDOT's EEO External Programs. This responsibility includes the monitoring of all external activities as described, assigned to the Equal Employment Opportunity (EEO) Office as delegated by the Director and the Commissioner. The Assistant Administrator (External) as delegated by the EEO Director may serve on the American Association of State and Highway Officials (AASHTO) Civil Rights Subcommittee and may act as a liaison with the National Highway Institute, U.S. DOT Civil Rights Office, Federal Highway Resource Center, and Office of Federal Contract Compliance programs.

The Assistant Administrator (External) manages the contractor compliance program in Georgia and has received training on the Contractor Compliance Program, and several EEOC training courses. The responsibilities of the Assistant Administrator (External), under the direction and supervision of the EEO Director include:

- Ensure the development and implementation of a systematic program to obtain compliance by contractors with the requirements on federal-aid and state funded construction contracts, including the EEO-related requirements.
- Ensure the development and implementation of a reliable system for prioritizing contractors, projects and/or contracts for review.
- Ensure the development of the necessary procedures to obtain and document the compliance required of all contractors.
- Evaluate the procedures and the results achieved to assure that the EEO program's intent and purpose are accomplished.
- Respond to compliance related inquiries and is pivotal in the decision-making process
- Approve compliance reviews and all related reports.
- Serve as an additional point of contact with FHWA.

The current Assistant State EEO Administrator (External) has over twenty (20) years of leadership experience supporting equal opportunity and equity initiatives in business, workforce development, and otherwise serving underrepresented communities. Prior to this role Mr. Alleyne served on GDOT's legal team as its Transportation/Claims Counsel. He holds a bachelor's degree in Criminal Justice, and a Juris Doctorate from the University at Buffalo, School of Law. He has served in his position since May 2020.

C. CONTRACT COMPLIANCE OFFICERS

Two (2) Compliance Officers oversee the On-the-Job Training (OJT) and Contractor Compliance programs state-wide.

- **OJT:** Responsibilities include review of contractor OJT program submittals, and trainees for approval or denial. Provide guidance relative to OJT Contract compliance guidelines and

departmental procedures. Ensure the success of the statewide training program for all federally assisted projects. Maintain a database and filing system on programs and trainees. Set annual OJT goals by evaluating future federal aid projects in the coming calendar year.

- **Contract Compliance:** Responsibilities include, monitoring and administration of the day-to-day Contractor Compliance Program for the Georgia Department of Transportation's statewide (EEO) to ensure the contractual promise of affirmative action and equal employment opportunity required of those who do business on federal aid projects. Set annual compliance review goals. Coordinate the statewide contract compliance review process with the Office of Federal Contract Compliance Programs (OFCCP). Prepare all compliance related reports and maintain statistical data on compliance activity. Provide technical support, which includes but is not limited to, conducting field monitoring and audits of all Federal-aid Highway Construction project job sites, compiling and completing detailed reports, developing and documenting written procedures. Develop and conduct training workshops regarding EEO Contract requirements. Review compliance reports to assure consistency, accuracy and adherence to program guidelines. Monitor local government contracts. Provide guidance to the local agencies on contract compliance and policies.
- Conduct DBE complaint and Commercially Useful Function investigations (CUF). Monitor DBE goal achievement and address DBE goal shortfalls. Provide guidance to field personnel on DBE commercially useful function determinations and documentation.
- Complete the Annual PR 1392 reports, Semi-Annual DBE Award and Commitments reports, Semi-Annual FHWA 1494, and the OJT annual accomplishments report and goals. They may assist with Titles VI and VII investigations.

D. CONTRACT COMPLIANCE OFFICERS- CONSULTANTS

Seven (7) Contract Compliance Officers. Each officer performs monthly audits of project records in their assigned District to determine Contractor compliance with EEO requirements on federal aid contracts. Individuals work full time for the General Office- Office of EEO.

- Review, Monitor, evaluate and act upon documentation required for Construction Contract

Compliance, and maintain the appropriate files thereof. Typical areas of compliance responsibility include DBE compliance, Payroll verification, and discrepancy resolution.

- Assist Project Engineer with DBE related documentation and correspondence as requested including perform labor interviews, DBE related documents and correspondence are accurate and up to date, attend compliance reviews, and assist the District Contracts Manager/Associate as requested and the Office of EEO.

E. DISTRICT EEO REVIEW OFFICERS

Seven (7) District EEO Review Officers are responsible for monitoring project documentation status, serving as a liaison between the General Office and the Area Office, and conducting compliance reviews. Responsibilities include:

- Implement EEO procedures in the District, as established by the EEO Administrator.
- Coordinate OJT and contractor compliance issues with the Contract Compliance Officers.
- Attend contract preconstruction conferences to disseminate necessary documentation and bring attention to the project specific obligations such as the DBE goals, training requirements, and reporting.
- Coordinate procedures with Area Engineers and project personnel to assure contract compliance with EEO provisions.
- Conduct EEO contract compliance reviews in accordance with established guidelines.
- Supplement the Area Engineers review of Contractor payrolls for compliance with Davis Bacon labor and wage classifications. Coordinate additional wage classification requests through the Office of Construction.
- Investigate prompt payment complaints involving DBE participants.
- Identify patterns and practices of discrimination during the review process for further monitoring and resolution.
- Establish and maintain district reports and statistics relative to compliance activity.

All District EEO Review Officers are full time employees who devote approximately 50% of work time toward the Contract Compliance Program. Responsibilities include departmental labor compliance, affirmative action plan implementation, sexual harassment training, assisting with Title VI reviews and the investigation of internal complaints.

F. OFFICE OF CONSTRUCTION

State Construction Engineer (SCE) establishes statewide policies and assists in timely resolution of construction related issues. Reviews and approves contract modifications, conducts compliance/engineering audits, communicates with construction industry and processes contractor payments.

In the course of carrying out the Office mission, the SCE partners with EEO in establishing standard operating procedure related to internal controls for monitoring contractor compliance at the project level, and processes Davis Bacon additional wage classifications Form SF 1444 that impacts contracts as a modification to the list of labor wages in the contract. The Office also includes EEO documentation in their project audit processes. The auditor periodically reviews project files for labor interviews, OJT approvals and training completion, contractor payrolls, DBE documentation, and provides recommendations in cases of contractor non-compliance.

G. DISTRICT PERSONNEL

The Area Engineer: In accordance with the Georgia Department of Transportation Standard Specifications 105, the Area Engineer as the Chief Engineer's direct representative, has the authority to make all decisions related to contract compliance on projects in their area of assignment. The Area Engineer manages multiple construction projects in various cities and counties within their respective Districts.

- Coordinates all issues related to Contract Compliance concerns with the District EEO Officers.
- Serves as a liaison between EEO Officers and the Contractor. Reviews EEO reporting documentation including labor interviews, contractor certified payrolls, subcontract agreements, contractor employment data on projects, and subcontractor payments.
- Attends pre-construction meetings and support compliance related issues.
- Requests the withholding of the monthly estimate for non-compliance issues such as failure to submit required EO documentation.

Project Inspector: Construction field personnel are “key” to the success of the GDOT EEO/DBE Contractor Compliance program. Federal laws require that the work of DBE contractors be monitored in the field in order to ensure that DBEs are actually performing the work. A Project Inspector is assigned to each construction project and works with the District EEO Review Officers to

ensure compliance with all state and federal guidelines.

The Project Inspector is responsible for the daily activities on the project site, which include:

- Documenting the day-to-day activities on the project site.
- Monitoring the work of all contractors and subcontractors. Inspecting and approving work performed.
- Assisting in the resolution of compliance issues on project site.
- Relaying information to District EEO Review Officers when project activity is not in compliance with guidelines.
- Participating in Contract Compliance on site meetings.
- Confirming Davis Bacon labor compliance, and ensuring additional wage classifications are requested when the contract does not cover the classification listed in the Contractor's payroll.
- Receiving and reviewing applicable compliance related documents to include the monthly employment data, total company employment data and subcontracts during random on-site visits.
- Conducting labor and trainee interviews to submit to District EEO Review Officers for the quarterly and semi-annual labor compliance reports.
- Monitoring commercially useful functions on federally funded projects.
- Submitting various reports as requested concerning disadvantaged business enterprise and payroll monitoring.
- Ensuring bulletin board information is posted in the project area visible to workers and applicants and contains all required posters & EEO Policies.
- Ensuring prime submits OJT FHWA 1409 as required on trainees and conducts labor interviews.
- Requesting copies of subcontractor agreements from prime contractor on all active subcontractors and maintaining documents in project records.
- Completing the Commercially Useful Form quarterly on each DBE contractor shown on the DBE Participation Report
- Refer to Roles and Responsibilities Training for Construction Personnel in the Appendix.

II. COMPLIANCE PROCEDURES

A. APPLICABLE DIRECTIVES

1. FHWA Contract Compliance Procedures.
GDOT complies with the contract compliance and organizational responsibilities as provided by 230.301 Part I.
2. EEO Special Provisions (FHWA Federal aid Highway Program Manual volume 6, Chapter 4, section 1, Sub-section 2.
3. Training Special Provisions (FHWA Federal aid Highway Program Manual volume 6, Chapter 4, Section 1, Sub-section 2.
4. FHWA 1273 – Required Contract Provisions – Federal-Aid Construction Contracts.

SUPPORTING REGULATIONS AND AUTHORITIES:

1. 23 USC (140)(a);
2. Title VI of the Civil Rights Act of 1964;
3. 23 CFR, Parts 200, 230 and 633; and
4. 49 CFR, Parts 21 and 26.

B. IMPLEMENTATION

1. The federal directives serve as a guide for implementing the contract compliance program; and the supporting regulations & authorities are included in all construction contracts. The Civil Rights field offices monitor construction activity via the Contract Compliance review process to determine whether contractors and their subcontractors are adhering to the applicable regulations and to ascertain the level of program effectiveness. The Equal Opportunity Director receives copies of all Federal Highway Administration directives related to equal employment opportunity. These copies are forwarded to the District EEO Review Officers, along with instructions on implementation. Contractors working on government projects are advised of EEO Contract requirements at Pre-Construction Conferences held in each district. In attendance at the Pre-construction conferences are: the contractors, departmental construction personnel, and the District EEO Review Officer. The District EEO Review Officer, at this time, advises the contractors to read and take note of special provisions of the contract. The

contractor is required to maintain all employment records for a period of three years, for the purpose of historical data. Contractors are to ensure that EEO and Labor posters are affixed around the company and employees are informed. Contractors are also advised to formulate an EEO Policy and informed to keep records of minority employment for periodic inspections.

2. CONTRACT COMPLIANCE REVIEW PROCESS

Compliance reviews conducted by the Office of Equal Employment Opportunity of the Georgia Department of Transportation follow the procedures outlined in 23 CFR 230. The Contract Compliance Review process has several steps to ensure a comprehensive review:

Review Scheduling: The Compliance Officer identifies the contractors for review considering their peak employment period. Since construction workforces can vary; it is important to know when the contractor anticipates the highest level of employment (peak) to assure adequate work forces for the review.

Factors for consideration are:

- Contracts that hold a great potential for employment and promotion of minorities and women
- Contracts that include special training provisions;
- Contracts where a contractors' compliance with EO requirements is questionable;
- Previous compliance review findings;
- Contracts located in areas that have significant minority and female labor forces within a reasonable recruitment area;
- Reviews are conducted prior to or during peak employment periods;
- Reviews requested by FHWA or other federal agencies shall receive priority scheduling.

Project Reviews: GDOT conducts project site-reviews of employees, applicants and employment practices at the physical location of construction activity. Reviews are conducted prior to or during peak employment periods. No compliance review shall be conducted that is based on a home office work force of less than 15 employees unless requested or approved by Washington Headquarters.

GDOT may consider conducting contractor compliance reviews on its subcontractors independent of the prime contractors if the subcontract is in excess of \$10,000 and fits the criteria for a compliance review. Once the contractors have been selected for review a statewide review schedule is developed and considered by the Contract Compliance Officer and the Assistant Equal Opportunity Administrator (External). Ultimately, the final selection process within the Equal Opportunity Office will seek to achieve the following goals:

- Ensure formal compliance reviews are conducted and reports prepared on all contractors with federal-aid construction contracts.
- Ensure compliance reviews are conducted on all major projects with substantial employment opportunities as identified from pre-construction conferences and routine project monitoring.

Contractor Notification: The Compliance Specialist should provide written notification to the contractor of the pending compliance review at least 2 weeks prior to the onsite verification and interviews. This notification shall include the scheduled date(s), an outline of the mechanics and basis of the review, requisite interviews, and documents required. May call the contractor and District Project Inspectors to coordinate scheduling the date and time.

Compliance Specialist should determine if Contractor has been reviewed by another Agency, if so request findings to review documents from Contractor. Contractor will be required to complete required documents and provide information related to recruiting, hiring, promotion, training/ Training Special Provisions (TSP), terminations, payrolls, PR 1391 and other documents as requested. Written notification is provided to each contractor at least two (2) weeks prior to the on-site verification and interviews (see letters attached). The second certified notification letter advises the contractor of the request for additional information (if applicable).

Preliminary Analysis: Upon receipt of requested documentation and prior to the on-site meeting, a preliminary analysis is completed on the *employment patterns, policies and practices* of the contractor relative to the EO requirements that includes a review of the contractor's current work force, the community recruitment resources, minority and female representation within the recruitment resources, the availability of minorities and females within reasonable proximity to the project, any pending discrimination complaints with EEOC or the Department of Justice and a review of other related

project activity reports and previous compliance findings (written corrective action plans, etc.). In addition, the Preliminary Analysis consists of a review of the PR 1391 Reports, Field Audit Reports, Commercially Useful Function documents (if applicable), and Monthly Utilization data collected from Contractor and/or in Project during the preliminary analysis (see documents in Appendix). During the Preliminary Analysis, if the Compliance Specialist finds non-material problems that can be corrected immediately during the Preliminary Analysis, such as an unacceptable AAP element, and there are no additional indicators of potential discrimination, lack of good faith efforts or other material non-discrimination violations, the Compliance Specialist should seek to resolve the evaluation during the preliminary analysis, provide any compliance assistance to the contractor, and issue a closure letter referencing the non-material violations and their remedies. This is consistent with US Department of Labor, Office of Contractor Compliance Program's current practices and their Directive 2019-02 issued November 2018.

On-site Verification Visit & Interviews: During the meeting with the contractor, information is verified; employees and supervisory personnel are interviewed to determine the contractor's commitment to EEO. Interviews should be conducted with available trainees to verify the OJT program is administered effectively. The actual review process begins after the preliminary analysis is completed, which gives a fairly accurate picture of the contractor's employment processes. A meeting with the contractor is established to verify the information submitted and interview employees. During the on-site visit, the objectives of the visit, any discrepancies in the materials submitted, and arrangements for conducting employee interviews are discussed. The following areas are evaluated:

- The placement of EEO posters and policies in a conspicuous and legible fashion;
- Facilities provided on a non-segregated basis and free of sexual or discriminatory language;
- Correctness of employment data;
- Method used to place employees on the job;
- Supervisory personnel orientation to the Contractors' EEO policy and commitments;
- Discussions/meetings held with employees on EEO policies;
- Implementation of employee referral system;

- Awareness of Contractor's EEO Officer's Name and contact information;
- Awareness of right to file complaints of discrimination.

Contract Compliance Officer or District EEO Review Officer makes a physical tour of the employment site(s) to determine that EEO posters are displayed in a conspicuous place in legible format, facilities are provided on a non-segregated basis (e.g., work areas, washroom, time clocks, locker rooms, storage areas, parking lots, and drinking fountains), interviews are held with at least one minority, one non-minority, all females on the project, and project supervisory personnel to determine if they have been orientated to the contractor's EEO commitments. Other topics of discussion also include:

- Implementation of employee referral system.
- Discussions/meetings held on EEO policies.
- Awareness of right to file complaints of discrimination.

The on-site visit includes the determination of the status of any union labor being utilized on the construction site and to determine the method used to place employees on the job and if the EEO requirements have been met. In making the compliance determination, the following are considered:

- Is there reasonable representation and utilization of minorities and women in each craft or company? If not, what steps has the contractor taken to increase recruitment, hiring, upgrading and training of minorities and women?
- What action has the contractor taken to meet the contractual requirement to provide equal employment opportunities?
- Are the actions taken, acceptable? Could they reasonably be expected to result in an increase of minority and female utilization?
- Is there impartiality in the treatment of minorities and females?
- Has the contractor's efforts produced any results?
- Is EEO an integral part of the management decision-making process?

The Contract Compliance Officer determines if there is sufficient basis to determine whether the contractor took all the necessary and reasonable steps to comply with their contractual requirements under FHWA 1273 – Required Contractor Provisions. The contractor must be able to document good faith efforts to comply with the contract

provisions.

Exit Conference: After the on-site meeting, an Exit Conference or discussion is conducted between the Compliance Officer Officers and the contractor(s). The purpose is to inform the contractor of any findings that might lead to a non-compliance determination and if so a Voluntary Corrective Action Plan (VCAP) can be negotiated to remedy each deficiency identified.

The final determination must be rendered within fifteen (15) days of the on-site meeting and interviews. During this same period, any VCAP must be submitted, so that within the fifteen (15) days following the on-site meeting, the review report can be completed and the determination of either compliance or non-compliance issued.

Guidance to Determine Compliance: A contractor determined to be in compliance has effectively implemented the EEO requirements and there is evidence that every good faith effort was made toward achieving this goal. Efforts taken must be initiated and maintained in good faith, result-oriented and emphasized in all management functions.

Contractor found in compliance requires no further action. Contractor has provided all documentation as required by 23 CFR 230. Contractor has provided EEO in all hiring and personnel actions. Equal Opportunity requirements have been implemented, or there is evidence that every good faith effort has been made toward achieving this end.

Contractor found in compliance pending submittal of a Voluntary Corrective Action plan to correct procedural deficiencies must submit the requested information within 15 calendar days. A VCAP may be negotiated at the exit conference; however, the acceptance of a VCAP does not preclude a determination of noncompliance, particularly if deficiencies not addressed by the plan are uncovered during the final analysis and report writing.

A non-compliance determination shall be issued when a contractor has discriminated against applicants or employees or has failed to provide sufficient documentation of making every good faith effort to provide equal opportunity.

Contractor found in non-compliance has not met all of the contract requirements under the Federal aid contract and/or has not provided EEO in their hiring and other personnel actions. The contractor has not met their commitment to correct deficiencies identified in a VCAP and cannot demonstrate good faith effort to do so. When a contractor is required to show cause and the deficiencies cannot be corrected within the 30 day show cause period, a written corrective action may be accepted.

Show Cause Procedures: The contractor receives written notification of the compliance determination within fifteen (15) days of the on-site meeting and exit conference. If the contractor is found in non-compliance, then a show cause notice is issued and the contractor has thirty (30) days to show cause why sanctions should not be imposed.

A show cause is issued when a determination of non-compliance is based upon:

- The findings of a compliance review
- The results of an investigation verifying the existence of discrimination.
- Show cause notices will be issued by the State to the federally assisted contractor when the State has made a non-compliance determination or when the FHWA has made such a determination and requested the State to issue the notice.

The show cause notice is notification to prime of non-compliance determination, the reasons for the determination and informs the contractor of their obligation to show cause in writing why formal proceedings should not occur within thirty (30) days (see sample letter attached). The notice also includes the date, time and place of the scheduled compliance conference, which is to be held fifteen (15) days from receipt of the show cause notice. It also advises the contractor of the purpose of the meeting which is to discuss acceptable corrective action plans and to inform the contractor of the willingness of the Compliance Officer to work with and conciliate within the designated time frame.

Preparing for the show cause notice requires the Compliance Officer who conducted the review or investigation to compile a background data file and submit it with the

recommendation for a show cause to the Assistant Equal Opportunity Administrator (External). The EO Director and Assistant State Administrator reviews this file and recommendation. The show cause notice is to be sent to the contractor via certified mail with return receipt, which will become part of the contractor's file. This notice is sent directly to the non-compliant contractor or subcontractor with copy to the prime contractor. The thirty (30) day notice commences upon date of receipt of the notice.

During the thirty (30) day period, the Contract Compliance Officer must take efforts to negotiate and work towards corrective actions for each cited deficiency. The Compliance Officer maintains a record of such efforts to include meeting notes, verbal communications, regulation interpretations, etc. that occur during this period.

When a contractor takes steps to be in compliance after the show cause has been issued; the Assistant Equal Opportunity Administrator (External) can rescind the notice and the contractor will be formally notified of this change.

If corrections cannot be made within the thirty (30) day period, a Corrective Action Plan (CAP) can be submitted. If accepted, the show cause notice is rescinded (see sample attached). The written corrective plan must specifically outline the actions that will be taken and time frames to correct each cited deficiency. After the submittal of a CAP:

- The contractor is considered to be in compliance during the plan's implementation period with reports/documentation submitted to reflect progress.
- If a contractor fails to submit a CAP, the formal hearing process will commence following the thirty day (30) show cause period.
- Should a contractor submit a CAP and then be found in compliance but fail to implement the actions to correct deficiencies and then be found in non-compliance, the formal hearing process will commence. *There is no option~ to issue a second show cause notice.*
- Should a contractor implement the steps outlined but the measures do not result in correcting the deficiency, the CAP shall be amended through negotiation. If the contractor refuses to renegotiate, then the formal hearing process will be recommended.
- A contractor under a voluntary corrective action plan will be issued a show cause notice if the contractor is found in non-compliance during the plan or if measures do

not result in correcting the deficiency. A CAP will then be developed and negotiated.

Follow-up Reviews: Follow-up reviews are an extension of the initial contract compliance review process to verify adherence to voluntary corrective action plans and corrective action plans. Follow-up compliance reviews are conducted on all contractors found in non-compliance and/or who were issued a show cause notice. Such reviews are reported as a narrative summary referencing the initial review report.

Enforcement: When an acceptable CAP cannot be agreed upon, GDOT must proceed with formal administrative sanctions as called for under the contractor specifications. GDOT must take the necessary administrative action it would use if the contractor failed to perform any other specification item(s). GDOT will commence enforcement actions under its EO Assurances. This action includes utilizing its normal contract administrative procedures.

Item four (4) under the State EO Assurances, as required by Section 22(a) of the Federal-Aid Highway Act of 1968, reads as follows:

- *The State Highway Department will, on its own initiative, take affirmative action including the imposition of contract sanctions and the initiation of appropriate legal proceedings under any applicable State or Federal law to achieve EEO on Federal-Aid highway projects and will actively cooperate with the FHWA in all investigations and enforcement actions undertaken by FHWA.*

It is the responsibility of GDOT to declare the contractor a non-responsive bidder for failing to comply with the EEO requirements while the request for a formal hearing is pending approval by the Office of Federal Contract Compliance Programs (OFCCP).

GDOT will refrain from entering into any contract or subcontract amendment with a contractor who has not demonstrated eligibility to secure federally assisted contracts.

Report of Findings: Once the review process is complete; a formal review report is submitted to the Assistant State Administrator indicating review findings and copies of

supporting Voluntary Corrective Action Plans, Show Cause Notices and Corrective Action Plans, if applicable. These documents along with the Compliance Officer notes ensure the completion of a comprehensive review report.

The compliance review report will include documentation in support of the determination. The compliance findings and conclusions shall be clearly indicated in the report and if necessary, supporting documentation included. The review report shall contain the following:

- Complete name and address of contractor
- Project identification numbers
- The basis for the review (area work force, home office, etc.)
- Identification of all federal or federally assisted contracts
- Date of review
- Employment data indicating race and sex
- Listing of unions, if applicable
- Compliance determination
- Show cause notice, if any
- Name of District EEO Review Officer who conducted the review
- Any concurrences at appropriate levels

III. ACCOMPLISHMENTS

A. REGULAR PROJECT REVIEWS. (23 CFR 230 INSPECTIONS)

- Number of Contract Compliance Reviews completed during fiscal year: **11**
- Number of Contractors Selected for Review: **11**
- Number of Contractor Reviews Completed: **11**
- Number of Contractors found in Compliance: **11**
- Number of Contractors with a Voluntary Correction Action Plan: **2**

B. CONSOLIDATED COMPLIANCE REVIEWS.

- None

C. HOME OFFICE REVIEWS.

- None

D. MAJOR PROBLEMS ENCOUNTERED.

1. In 2015, the Georgia Legislature passed the Transportation Funding Act increasing Georgia Department of Transportation's State funding. Since that time, the Department has awarded more capital construction contracts with State funds only. This trend was consistent throughout 2021 and will continue for the foreseeable future. As a direct result, there may be a lesser number of federally funded contracts eligible for inspection. Approximately 88% of the available projects are resurfacing, maintenance projects, and minor single purpose projects.
2. During 2020 and into early 2021 we experienced the transition of key personnel in the EEO Office as several EEO Officers retired or otherwise separated from the Agency. Our most seasoned EEO team member, a Compliance Officer, retired in May 2021. While the current Compliance Officer has been consistently performing reviews and his capacity has grown tremendously over the last year, we continue to have only one Compliance Officer. Working closely with our Human Resources staff, the positions have been approved and we are moving forward to fill the vacancies.
3. The aforementioned vacancies, coupled with the GDOT policy on not performing 23 CFR 230 compliance reviews of contractors that have been reviewed by USDOL or GDOT EEO in the last 2 years, the number of compliance reviews were further diminished by the available pool.
4. The Covid-19 Pandemic posed some initial challenges to compliance reviews, including contributing to delays. However, reviews continued to be conducted remotely during this time period with relative success.

E. OTHER ACCOMPLISHMENTS

- 1) Performed a comprehensive review of GDOT's OJT SS Provider and developed enhanced protocols for OJT monitoring and overall program success.

- 2) Performed strategic training directly to major Georgia Contractors and provided T.A. to their Contractors Association.
- 3) Performed in-house Training to EEO Officers regarding 23 CFR 230 Contractor Reviews.
- 4) Developed an enhanced protocol for Local Government Reviews, which bolsters T.A., but also provides for consistent monitoring.
- 5) Performed 5 LAP Trainings for Local Government entities and municipalities statewide.
- 6) Performed quarterly Trainings for MARTA regarding DBE Certification.
- 7) Reviewed a total of 40 Local Government Contracts and provided training to the local government inspection staff on necessary corrective actions.
- 8) Performed 1509 Compliance Audits of contract project records on active GDOT Projects.
- 9) On the Job Training: Current Fiscal Year 2021
 - Graduates: 46
 - New Trainees: 95
 - Terminations: 3

IV. AREAWIDE PLANS/ HOMETOWN AND IMPOSED

- Not Applicable

V. CONTRACT SANCTIONS

A. Contract Sanctions are established by the Department and applied to the Contractors via special provisions and specifications.

B. Contract Specification and Special Provisions include but are not limited to:

- i. Georgia Department of Transportation Standard Specification 105.01 Authority of the Engineer states in part, *"The Engineer will have the authority to suspend The Work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Contract, or for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of The Work; or for any other condition or reason deemed to be in the public interest.*
- ii. Georgia Department of Transportation Standard Specification 108.09 Default of Contract states in part, *"If the Contractor fails to begin The Work within the time specified, or fails to perform The Work with sufficient workers, equipment,*

*or materials to ensure its prompt completion, or performs The Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of The Work, or from any other cause whatsoever does not carry on The Work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of 10 days, or makes an assignment for the benefit of creditors, or fails to comply with the **contract requirements regarding wage payments or EEO requirements**, or fails to sign the standard release form as stipulated in Subsection 109.08 "Final Payment," the Engineer may give notice in writing by registered or certified mail to the Contractor and the Surety, stating the nature of the deficiencies and directing that The Work including its progress be remedied and made satisfactory. If, within 10 days after such notice, the Contractor or his Surety does not proceed in satisfactory way to remedy the faults specified in said notice, the Engineer will notify the Contractor and his Surety by registered or certified mail that the Contractor is in default and, by the same message, direct the Surety to take over The Work including all of the obligations pertaining to the Contract. If the Surety takes over the work in a satisfactory way within 10 days after such notice of default, the Department will thenceforth pay to the Surety the amounts due and to become due under the Contract, less all deductions provided herein including liquidated damages. The Department shall not be liable for any sums not due under the Contract and shall not be made a party to any dispute between the Contractor and the Surety."*

iii. Georgia Department of Transportation Standard Specification 158.4 Training Program states in part, *"The Contractor will be not receive any progress payment under any one of these conditions:*

- Failure to provide an acceptable training program to the Department within 30 days after the Notice to Proceed is issued*
- The Contractor fails to provide the required training*
- The trainee fails to be hired as a journeyman at the fault of the Contractor*
- The Contractor fails to show good faith to meet the requirements of this Training Specification".*

- iv. Georgia Department of Transportation DBE Criteria of Acceptability states in part, *“In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report. C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts”*.
- v. The Office of Equal Employment Opportunity standard operating procedures in addressing noncompliance and recommending sanctions are as follows:

A preliminary and detailed report summary detailing the findings of an inquiry and/or investigation will be submitted from the Office of Equal Employment Opportunity or the Office of Construction which may trigger more in-depth investigative measures and corrective actions. The contract sanction process may begin with the Contract Compliance Specialist or in the District EEO Review Office where the compliance review is conducted. The process entails requesting sanction proceedings from Contract Compliance Specialist in consultation with the General EEO Office, to the District Engineer, Construction Division Director and Commissioner. The role of the Contract Compliance Officer and/or Equal Opportunity Office is to monitor the process, ensuring proper documentation and timeliness. Once the request for sanctions is made to the General Office, GDOT’s Office of General Counsel will be contacted for review and concurrence of activity. Supporting documentation and correspondence will be provided. The Assistant EEO Administrator (External) in conjunction with the Construction Engineer will inform the contractor in writing of the sanction with copy to the, GDOT’s Office of General Counsel and FHWA. While the process is taking place, the Department will consider the contractor to be an unresponsive bidder and remove from the bidders list.

As a means of imposing contract sanctions, the Director may issue a written notice to General Counsel, Commissioner, or the Engineer recommending work to be stopped in whole or in part. GDOT’s monitoring and enforcement mechanisms may consist of

one or a combination of the following (list is not all inclusive):

- 1) Breach of contract action with GDOT and initiation of all steps necessary to bring contractor into compliance;
- 2) Withholding of progress payments, monthly invoices, and/or final invoice;
- 3) Removal of contractor from bidding activities with GDOT on federally funded projects;
- 4) Removal of contractor from the bidder's list;
- 5) Removal of contractor from registered subcontractor's list;
- 6) Notice to contractor may include recommendation for suspension.
- 7) Notice to contractor concerning declaration of default of contract or debarment.

Depending on severity of actions/offense of non-compliance, file may be referred to Office of Inspector General/Attorney General for criminal and/or civil actions.

C. GDOT withholds progress payments for failure to comply with EEO requirements.

- GDOT received 5 prompt payment complaints. All were processed through the Office of Claims and resolved between the parties or through the surety.

VI. COMPLAINTS

Contractor's employees and applicants for employment who have cause to believe that they have been treated unfairly due to race, color, religion, national origin, political affiliation, sex, age, or disability may file an employment discrimination complaint with their respective Contractor's Equal Opportunity Office or the individual may contact GDOT's Project Engineer or District EEO Review Officer for assistance. In addition, they are notified that in accordance with Title VI, Section 704(a) of the Civil Rights Act of 1964, as amended, GDOT prohibits retaliation against anyone who files a complaint or who participates in an investigation.

A. ALLEGATIONS OF COMPLAINTS/GRIEVANCES FROM CONTRACTOR'S EMPLOYEES:

Contractors must respond promptly to all complaints of alleged discrimination made to the contractor in connection with his/her obligations under the designation contract in the following manner:

1. Investigate promptly;
2. Attempt to resolve these complaints;
3. Take appropriate corrective action within a reasonable time;
4. Include all persons in the correction action who have been shown by the investigation to have been discriminated against, even if they are not the original complainant;
5. Inform every complainant of all of his/her avenues of appeal, once the investigation has been completed;
6. Cooperate with in-depth reviews conducted by the District EEO Review Officers and Contract Compliance Specialist.

Contractor's policy statement and procedures include the names, addresses, and telephone numbers of the contractor's contact individual should complaint or grievances occur at the project site and federal EEO posters are displayed on bulletin boards at all locations. All complainants are encouraged to first discuss their allegations with their immediate supervisor and attempt informal resolution. However, if the complainant does not feel that it would be in his or her best interest, they may contact the District EEO Review Officer or Project Manager. The District EEO Review Officer, Project Manager or Contractor Compliance Officer may discuss the allegations with the complainant to determine if there is a legitimate discrimination complaint.

It should be noted that most complaints received on construction projects are primarily labor/wage and hour related allegations, wages owed for work performed, misclassifications of work performed, unpaid time or overtime, etc. Such complaints are usually forwarded to District EEO Review Officer and/or Contractor Compliance Office formally or informally by a third party individual. A third-party individual may be a person or persons who witness or is knowledgeable of questionable incident. There are no set time limits for complaint resolution other than the resolution should be as quickly as possible and during the life of the project in question. District EEO Review Officers will communicate their investigation to the GDOT Contract Compliance Officer. The GDOT Contract Compliance Officer will log all data in the Formal Compliant Log for record. If the complaint is not resolved, GDOT can proceed to sanctions as indicated in the above section.

B. COMPLAINTS OF ALLEGED DISCRIMINATION - CONTRACTOR:

All Title VI complaints received are forwarded to FHWA HCR. Any individual, group of individuals or entity who believes that they have been subjected to discrimination or retaliation prohibited on federally funded contracts may file a complaint with GDOT's Title VI Coordinator. The complaint is processed as instructed in the GDOT Title VI Plan, Nondiscrimination Complaint Procedures. Complaints against GDOT will be forward to the FHWA Headquarters Civil Rights Division in Washington D.C for processing. Complaints must be filed in writing within 180 days of the date of the alleged discriminatory act or when the alleged discrimination became known to the complainant. Complaint forms may be obtained from the Equal Employment Opportunity Division at (404) 631-1972.

The investigation and resolution of complaints related to construction activity is guided by GDOT's Complaint Procedures as indicated in the Affirmative Action Plan (Part II). District EEO Review Officer will communicate their investigation to the GDOT Contract Compliance Officer. The GOT Contract Compliance Officer will log all data in the Formal Compliant Log for record.

C. DISCRIMINATION COMPLAINTS FILED AGAINST CONTRACTOR

Hill Nation Rebar, a subcontractor working with North Perimeter Contractors, on the 285-400 project complained of racial harassment in that a NPC superintendent was alleged to have used a racial epithet to describe Andrea Hill, the firm's Principal, in a phone call. The Superintendent was unaware that Mr. Hill was on the call. Once the initial intake was completed, the complaint was submitted to U.S. DOT/Office of Civil Rights (OCR). Though GDOT-EEO has responded to requests for clarification from OCR, a final outcome has not been provided at this point.

VII. EXTERNAL TRAINING PROGRAM-ON JOB TRAINING (OJT)

The Georgia Department of Transportation maintains a database on enrolled, terminated, and graduated trainees. (Refer to the OJT Manual available online @ <http://www.dot.ga.gov/doingbusiness/eo/Documents/OJT/On-the->

[JobTrainingManual.pdf](#).) Also see OJT Supportive Services Statement of Work.

VIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The Georgia Department of Transportation maintains a directory of certified Disadvantaged Business Enterprises. **(Refer to the Georgia Department of Transportation DBE Plan)**

IX. LIAISON

The EEO Director is the Liaison for the GDOT. In addition, as a part of the Department's outreach program, liaison is maintained with other public agencies and private organizations involved in Civil Rights programs. Liaison is maintained regularly through personal contact and participation with the following: Urban League, NAACP, Atlanta Business League, MED Week, National Suppliers Association, Asian/American Chamber of Commerce, Hispanic Chamber of Commerce, Georgia Minority Supplier Diversity Council, National Association of Women in Construction, Georgia Black Chamber of Commerce, the AASHTO National Civil Rights Conferences and the Conference of Minority Transportation Officials (COMTO). Other participation includes area OFCCP Liaison Groups, which meets as needed, and provides training workshops.

X. INNOVATIVE PROGRAMS

- A. GDOT EEO will implement a workforce development initiative to incentivize the On-The-Job Training (OJT) only on its Program for P3 (MMIP) projects. Based on current geographical area Industry Market Analysis of contract performance, GDOT will apply incentives to specific job classification identified with upcoming workforce challenges and add a lower-level management classification to the Georgia On-the-Job Training Program Manual. All requirements on Std Spec 158 remain in full effect, unchanged except for that of 158.4.01 Limits: The Contractor **shall be credited two (2)** for each trainee that is employed on the Contract Work, is currently enrolled or becomes enrolled in one of the incentivized approved programs, and successfully completes the program. The stipulated Classification Training Hours for successful completion shall not be divided or reduced, other than when the Department approves an individual trainee's early-completion.

- B. EEO has implemented a Prompt Payment Reporting system. Where subcontractors/ suppliers can view GDOT Project Payments made to Prime Contractors, and on which specific items of work.
- B. The Department continues to work on developing an automatic import process for MARTA DBE certification vendor data. Ultimately, the process will automatically populate the Department's data system and the DBE Directory.
- C. EEO uses an Oracle Query System (411). It is a workspace that allows you to organize and display different platform data sources, such as Web Intelligence documents, hyperlinks, Crystal reports, non-visual modules, or external pages such as web pages via URL, in a single view.
- D. EEO continues to use its Microsoft SharePoint webpage for internal communications, reporting and tracking purposes. Microsoft SharePoint is a Web application platform.
- E. AASHTO Transport- Civil Rights Labor Management System (CRLMS) and SiteManager. Manages the department's Civil Right requirements and provides contract electronic access to submit the Certified Payrolls, Bidder/ Quoters, and Prompt Payment reports.
- F. Project records, including electronic contractor payrolls and DBE reports are stored on a system called Project Wise.

XII. 2022 CONTRACT COMPLIANCE PLAN GOALS

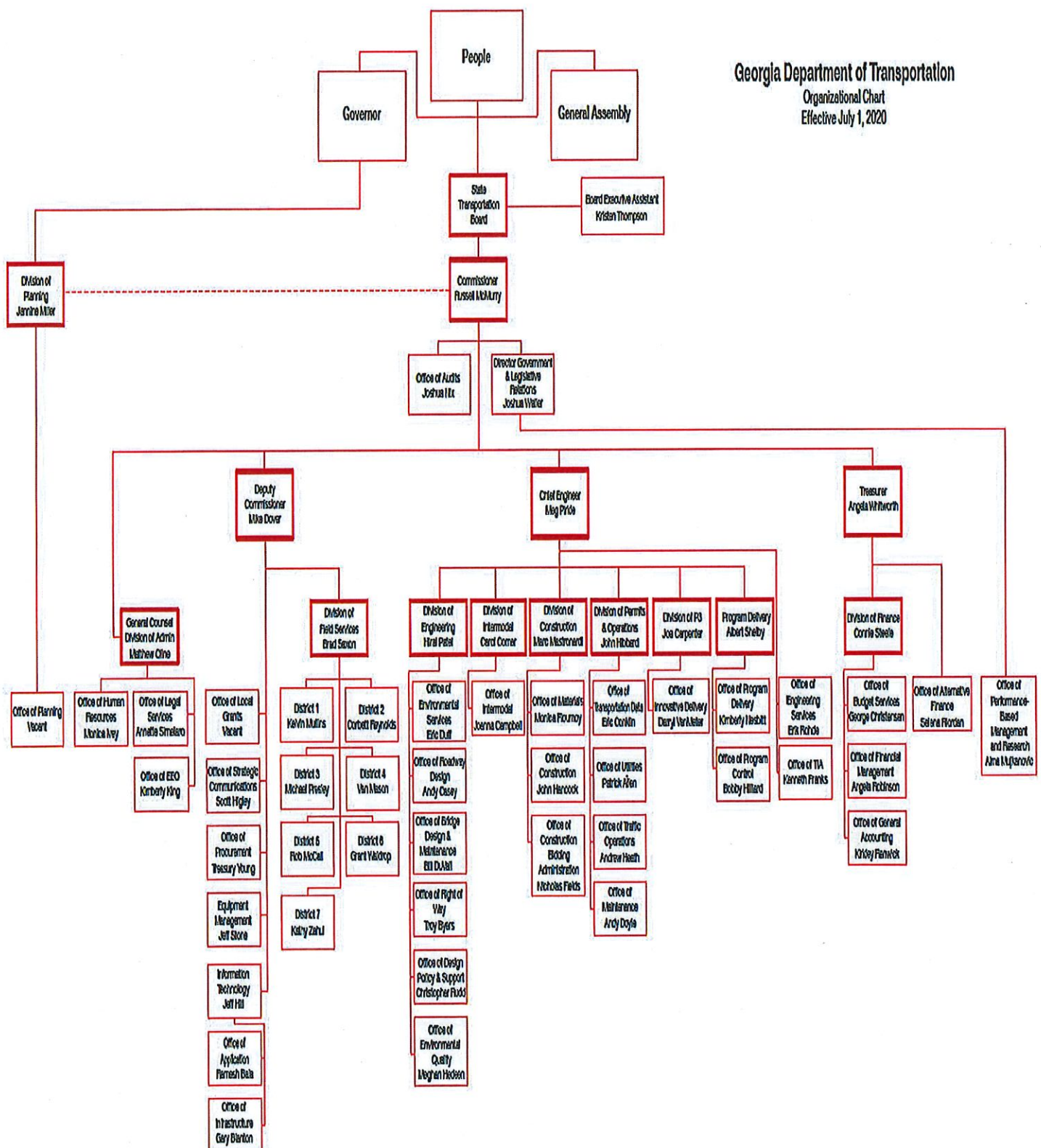
- A. Conduct Fifteen (15) Contractor Compliance Reviews for fiscal year 2022-2023.
- B. Continue to Provide Training to field inspection personnel.
- C. Continue to Participate in Contractor training academies.
- D. Continue to monitor and train Local Government personnel.

- E. Continue to Provide T.A. and work closely with our OJT SS Provider.
- F. Continue to Provide T.A. and direct Training to Contractors in Georgia, including leveraging and otherwise working with the Georgia Highway Contractor's Association (GHCA).

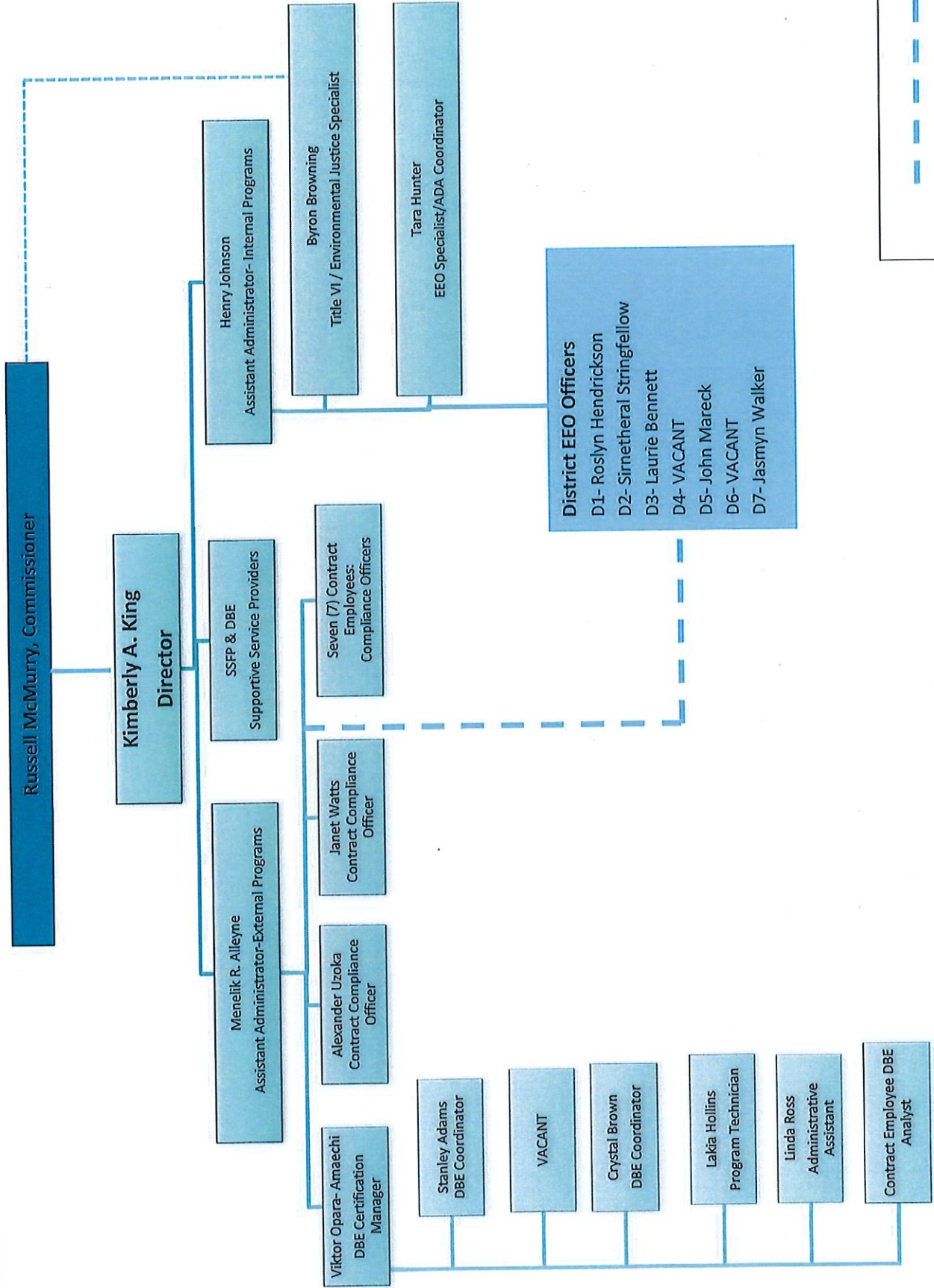
XIII. APPENDICES

- A. GDOT Organizational Chart
- B. Equal Opportunity Office Chart
- C. Equal Employment Opportunity Policy Statements: #2840-1 and #2820-1
- D. GDOT's Criteria for Acceptability
- E. TOPPS 2880-1, Sexual Harassment Policy
- F. GDOT -- OJT Training Program Section 158
- G. P3 (MMIP) OJT Incentive Program
- H. Industry Market Analysis for P3 (MMIP) OJT Incentive
- I. FHWA Construction Contractor's Semi-Annual Training Report (FHWA 1409)
- J. OJT Statistical Data
- K. Georgia On-the-Job Training Program – Instructor's Manual/Administration Guidelines.(<http://www.dot.ga.gov/PS/Business/EEO#tab-5>)
- L. Bulletin Board Checklist
- M. Commercially Useful Function Form
- N. Contractor Compliance Form Checklist
- O. Contractor Compliance Notification Letter (sample)
- P. Contract Compliance Review Report Form (sample)
- Q. DBE Participation Report & Instructions
- R. EEO Compliance Audit Report and Labor Interview Form
- S. FHWA 1273 – Required Contract Provision Federal Aid Contracts
- T. Roles & Responsibilities Training for GDOT Personnel on FHWA 1273
- U. Recommendations for Affirmative Action to Contractors from GDOT's Commissioner.

Georgia Department of Transportation
Organizational Chart
Effective July 1, 2020



Office of EEO Organizational Chart



--- Dual Reporting



GDOT Publications Policies & Procedures

Policy: 2840-1- Equal Employment Opportunities Policy
Statement - Commissioners Policy
Section: Equal Employment Opportunity
Office/Department: oEEO

Reports To: DD Admin/General Counsel
Contact: 404-631-1000

The Georgia Department of Transportation will continue its policy of prohibiting discrimination against employees and applicants for employment due to race, color, sex, religion, age, handicap or national origin; and prohibiting sexual harassment. Equal Employment Opportunities will be afforded to all employees and applicants for employment within the Department.

Implementation of Equal Employment Opportunity programs is the responsibility of each manager and supervisor. Your positive actions and attitudes will result in a successful EEO Program.

All employment practices including recruiting, hiring, transferring, promoting, training, compensating, and other benefits are to be administered in a non-discriminatory manner.

The Human Resources Director, the Equal Opportunity Division Director, and Equal Opportunity Administrator are available to assist you in discharging your responsibilities in implementing the Affirmative Action Program.

I am committed to and support the EEO Program and will expect your continued cooperation and assistance in this program.

References:

History:

corrected position title, annual review:
updated logo, corrected office name: 10/05/18;
issued: 01/07/97
Reviewed: 4/26/2019



GDOT Publications Policies & Procedures

Policy: 2820-1- Equal Employment Opportunities Policy

Statement--External - Contractor Compliance

Section: Contractor Compliance

Office/Department: oEEO

Reports To: DD Admin/General Counsel

Contact: 404-631-1000

Form GA DOT (Compliance Review Report)

The Contractor Compliance Report will be used for reporting the results of EEO contractor compliance reviews.

Use of this form will eliminate the need for numerous copies of current report material and supporting documentation. The original only of these data will be prepared and retained in Compliance Officer files as the official record of the review.

An original completed Compliance Report and electronic copy shall be saved in the EEO SharePoint Compliance Folder attached to a narrative cover letter to report the results of each EEO construction compliance review. The cover letter should provide a summary of the review findings, conclusions, and agreements/recommendations. If the review discloses major deficiencies in the contractor's program, copies of the contractor's commitment letter to correct such weaknesses must be included within the report.

Company-Wide Compliance Reviews--Form PR-1391

Compliance reviews must include a PR-1391 form showing company-wide minority utilization by job classifications and Project 1391. These reviews cannot be processed by the Department's EEO Office without the benefit of this data.

References:

History:

annual review:

added to TOPPS: 12/28/95;

added to Manual of Guidance: 03/01/81

Reviewed: 4/26/2019

Revised: July 09, 2018

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
CRITERIA FOR ACCEPTABILITY

The purpose of this special provision is to establish criteria for acceptability of DBE firms for work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The Contractor will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

The DBE program applies to all Federal Aid projects regardless if a DBE Goal is established in the Contract or not. If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

Project DBE payments and commitments may not be transferred to or combined with another contract.

DEFINITIONS: For the purposes of this provision, the following definitions will apply:

Disadvantaged Business Enterprises (DBE) are firms Certified by the Georgia Unified Certification program that are for-profit small business concerns:

- 1) Which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- 2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged.
 - (i) "Black Americans," which includes persons having origins, in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

- (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

Race-conscious measure is one focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure is one being, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

Joint Check is a two-party check written by a prime contractor, to a DBE firm and a regular dealer of material/supplies or another third party for items or services incorporated into a project. The prime contractor issues the check as payer to the DBE and the supplier jointly (to guarantee payment to the supplier) in payment for the material/supplies used by the DBE.

DBE DIRECTORY: A DBE directory or source list is available to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The Department has made the directory electronically available to all bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

GOAL FOR PARTICIPATION: If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOALS – Commitment List form included in the proposal.

The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department may consider for award a proposal with less participation than the established goal in accordance with GDOT Standard Specification 102.07.H Failure to List Disadvantaged Business Enterprise (DBE) Participants, 49 Code of Federal Regulations 26.53 Good Faith Effort Procedures, and 49 CFR Appendix A to Part 26—Guidance Concerning Good Faith Efforts.

To be eligible for award of this contract, all bidders are required to submit the following information, as well as Good Faith Effort supporting documentation when applicable, to the Department by the close of business on the 3rd working day following opening of the bid as a matter of bidder responsibility

- i. The names and addresses of DBE firms committed to participate in the Contract;
- ii. A description of the work each DBE will perform; The Contractor shall provide information with their bid showing that each DBE listed by the Contractor is certified in the NAICS code(s) for the kind of work the DBE will be performing.
- iii. The dollar amount of participation for each DBE firm participating; Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- iv. Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- v. If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid does not constitute final approval by the Department of the listed DBE. The Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until

final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE promising not to provide Subcontracting quotations to other bidders are prohibited.

SUBLETTING DISCRIMINATION PROHIBITED: No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, sex or national origin.

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR

26.13):

"The contractor, and/or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate".

FAILURE TO ACHIEVE REQUIREMENTS: Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract. During the life of the contract, the contractor will be expected to demonstrate good faith efforts at goal attainment as provided by 49 CFR 26.

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Department's written consent to substitute and, unless the Department's consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE, in accordance with 49 CFR 26.53.

Participation will be counted toward fulfillment of the DBE goal as follows:

- (A) When a DBE participates in a contract, the Contractor counts only the value of

the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(B) **Joint Venture:** When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.

(C) **Commercially Useful Function:** Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

(1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

a. **Joint Check Agreement:** All two-party checks written by a prime contractor, to a DBE firm and a third party must be approved by the Department prior to claiming DBE credit. After-the-fact requests may not be permitted toward the Goal.

- (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
- (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.
- (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
- (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are not administratively appealable to the US DOT.

(D) **Trucking:** The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:

- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may lease trucks from another DBE firm, including an owner / operator who are certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
- (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The

DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

(6) The DBE may lease trucks without drivers from a non-DBE bona-fide truck leasing agency. If the DBE leases trucks from a non-DBE truck leasing agency and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

(7) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display a "leased to" sign with the name and identification number of the DBE.

(E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this

paragraph (E)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (E)(2).

- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (4) You must determine the amount of credit awarded to a firm for the provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.
- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.

- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. Likewise, if the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run. Contractor must demonstrate Good Faith Effort in meeting the goal during commission of the contract.

REPORTS

A. The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:

1. The name of each DBE participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
4. The dollar value of each DBE subcontract or supply agreement.
5. The previous, current, and total-to-date payments to each DBE participating in the contract, minus any credits not allowed.
6. Must include Contractor's signature with the following statement: "I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME. ALL PARTICIPATION COUNTED TOWARD FULFILLMENT OF THE DBE GOAL IS (1) REAL AND SUBSTANTIAL; (2) ACTUALLY PERFORMED BY VIABLE, INDEPENDENT DBE OWNED FIRMS; AND (3) IN ACCORDANCE WITH THE SPIRIT OF APPLICABLE LAWS AND REGULATIONS".
7. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the end of the month may cause payment to the contractor to be withheld.

8. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they begin work on the project. They must also inform the Project Engineer when their forces will be doing work on the project.

B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or bank electronic fund transfer (EFT) receipts which validate said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.

C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

SUBSTITUTION OF DBEs: The Contractor shall make reasonable efforts to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs.

When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

CERTIFICATION OF DBEs: To ensure the DBE Program benefits only firms owned and controlled by Disadvantaged Individuals, the Department shall certify the eligibility of DBEs and joint ventures involving DBEs named by bidders.

Questions concerning DBE Certification/Criteria should be directed to the EEO Office at (404) 631-1972.



GDOT Publications

Policies & Procedures

Policy: 2880-1- Sexual Harassment Policy
Section: Work Environment
Office/Department: oEEO

Reports To: DD Admin/General Counsel
Contact: 404-631-1000

This policy must be posted in a prominent location in all offices as directed by [Policy 2110-4](#), Workplace Notices.

I. Introduction

While there are multiple types of workplace harassment, as Executive Order 01.14.19.02 recognizes, incidents of sexual harassment present unique challenges which warrant special emphasis and the implementation of a particularized approach to the prevention, detection and elimination of sexual harassment from the State workplace.

II. Purpose

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment.

This Policy is intended to set standards for Executive Branch agencies and employees in furtherance of this commitment and to protect individuals from sexual harassment and retaliation.

III. Authority

Executive Order 01.14.19.02 directs the Georgia Department of Administrative Services Human Resources Administration Division (HRA), in consultation with the Executive Counsel to the Governor, to promulgate a uniform sexual harassment prevention policy that shall apply to all Executive Branch agencies.

In addition, pursuant to O.C.G.A § 45-20-4, the Georgia Department of Administrative Services is responsible for ensuring compliance with all applicable federal and state statutes and regulations concerning personnel administration and related matters. This includes, but is not limited to, the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution, U.S. Const. amend. XIV., the Equal Protection Clause of the Georgia Constitution, Ga. Const. Art. 1, Sec. 1, Para. II., Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, et seq., and the Fair Employment Practices Act of 1978, O.C.G.A §§ 45-19-20, et seq., which prohibit employment discrimination and harassment on the basis of sex.

IV. Applicability

The provisions of this Policy apply to all Executive Branch agencies. This Policy does not apply to the Board of Regents of the University System of Georgia, the Legislative Branch, or the Judicial Branch.

Policy: 2880-1 - Sexual Harassment Policy
Date Last Reviewed: 4/26/2019

V. Definitions

For purposes of this Policy, the following definitions apply:

- (a) "Agency" or "Agencies" means any Executive Branch agency, authority, board, bureau, commission, council, department, office, unit, entity, or instrumentality of any kind, and others as may be designated by the Governor, or to the extent that such designation does not conflict with state law.
- (b) "Employee" is a person who is hired to provide services to the State on a regular basis in exchange for compensation and who does not provide these services as part of an independent business. "Covered Employee" is a person who is hired to provide services to an Agency on a regular basis in exchange for compensation and who does not provide these services as part of an independent business.
- (c) "Investigator" is a person designated by his or her Agency head to conduct investigations related to sexual harassment complaints or reports.
- (d) "Retaliation" is an act or omission intended to, or having the reasonably foreseeable effect of, punishing or otherwise negatively impacting an individual for submitting (or assisting with submitting) a complaint of or reporting sexual harassment, for participating in a sexual harassment investigation or proceeding, or for otherwise opposing sexual harassment.
- (e) "Sexual harassment" is physical, verbal, or non-verbal/visual conduct that is either (i) directed toward an individual or (ii) reasonably offensive to an individual because of his or her sex. Therefore, for purpose of this Policy, "Sexual harassment" includes physical, verbal, or non-verbal/visual conduct constituting:
 - 1. Unwanted sexual attention, sexual advances, requests for sexual favors, sexually explicit comments, and other conduct of an expressed or obviously implied sexual nature, by an individual who knows, or reasonably should know, that such conduct is unwanted and offensive; and
 - 2. Conduct that is hostile, threatening, derogatory, demeaning, or abusive or intended to insult, embarrass, belittle, or humiliate an individual *because of his or her sex* – regardless of whether the underlying reason for the conduct is apparent.

This Policy purposefully prohibits all sexual harassment and is not limited to conduct that would rise to the level of unlawful conduct under state or federal anti-harassment laws.

- (f) "Supervisor" or "Manager" is a Covered Employee who has the authority to oversee, hire, fire, demote, or to effectively recommend hiring, firing, or demotion, or to make or effectively recommend other material changes to the working conditions of at least one employee.

VI. Prohibited Conduct

- (a) All Covered Employees are strictly prohibited from engaging in sexual harassment as defined herein. This prohibition applies to conduct occurring in or otherwise affecting the workplace. As such, it includes conduct occurring both on and off the work premises and during or outside of work hours. While sexual harassment encompasses a wide range of conduct, some examples of conduct specifically prohibited by this Policy include, but are not limited to:
1. Denying (directly or indirectly) an employment benefit or employment-related opportunity to an employee for refusing to comply with a sexually-oriented request;
 2. Threatening (directly or indirectly) to deny an employment benefit or an employment-related opportunity to an employee for refusing to comply with a sexually-oriented request;
 3. Providing or promising (directly or indirectly) to provide an employment benefit or employment-related opportunity to an employee in exchange for complying with a sexually-oriented request;
 4. Engaging in sexually-explicit or suggestive physical contact, including touching another employee in a way that is unwelcome or restricting an employee's movement;
 5. Displaying or transmitting pornographic or sexually-oriented materials (such as photographs, posters, cartoons, drawings, or other images) or storing or accessing such materials on State-owned equipment for personal use or consumption;
 6. Engaging in indecent exposure;
 7. Making obscene gestures (i.e., hand or bodily gestures);
 8. Making romantic advances and persisting despite rejection of the advances;
 9. Using sexually-oriented language or making sexually-related propositions, jokes, or remarks, including graphic verbal commentary about an individual's body or clothing; and,
 10. Sending sexually suggestive or obscene messages by mail, in person, by telephone, or by electronic communication.
- (b) Agencies and Covered Employees are further prohibited from engaging in retaliation against an employee for submitting (or assisting with submitting) a complaint of or reporting sexual harassment, for participating in a sexual harassment investigation or proceeding, or for otherwise opposing sexual harassment.
- (c) A Covered Employee found to have engaged in sexual harassment and/or retaliation in violation of this Policy will be subject to corrective and/or disciplinary action, up to and including termination of employment.
- (d) A third party found to have engaged in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, termination of contract, removal from Agency premises, restricted access to Agency premises and/or personnel, or notification to the third party's employer.
- (e) Agencies shall immediately refer any reported criminal conduct to the appropriate law enforcement agency. Such referral shall not prohibit an Agency from pursuing its own investigation of the complaint or report. If criminal activity is suspected the Agency shall confer with the Office of the State Inspector General (OIG) regarding how to proceed with the Agency investigation.

VII. Training

- (a) Agencies shall require all Covered Employees, including part-time, temporary, seasonal employees, and independent contractors who are regularly on Agency premises and/or regularly interact with Agency personnel to complete employee sexual harassment prevention training on an annual basis. An independent contractor may waive state-mandated training upon acknowledgement of this Policy and documentation that he/she has completed sexual harassment prevention training offered by his/her employer within the last year.
- (b) Agencies shall provide sexual harassment prevention training to all new or transferred Covered Employees within thirty (30) calendar days of hire.
- (c) Agencies shall require sexual harassment prevention training for supervisors and managers on an annual basis. New supervisors and managers must complete this training within thirty (30) calendar days of employment or promotion to a supervisory or managerial position.
- (d) Agencies shall utilize the standardized training provided by HRA to fulfill the obligations under this Policy for employee and manager training.
- (e) Agencies shall track and maintain records pursuant to the statewide record retention schedule documenting attendance of employee and manager training. Such records are subject to audit by the OIG.
- (f) Agencies shall require designated investigators (see Section IX. Investigations) to complete statewide investigator training provided by the OIG to ensure consistency in sexual harassment investigations across the State. Agencies shall require designated investigators to complete the statewide training within thirty (30) calendar days of the effective date of this Policy. Designated investigators appointed subsequent to the effective date of this Policy shall complete such training as soon as practicable.

VIII. Complaint Procedure

- (a) Covered Employees who believe they have been subjected to sexual harassment or retaliation in violation of this Policy are strongly encouraged to promptly submit a complaint regarding the incident(s) to one of the following officials:
 - 1. The Covered Employee's supervisor or manager;
 - 2. The Covered Employee's division director;
 - 3. The Agency's Human Resources Director; or,
 - 4. Other Agency designee.
- (b) Covered Employees who have witnessed or otherwise have reason to believe that another employee is being or has been subjected to sexual harassment or retaliation shall promptly report the same to one of the Agency officials listed above.

- (c) To the extent that any of the above officials are the alleged harasser or retaliator, or If a Covered Employee has a reasonable fear of retaliation by one of the above officials, a Covered Employee may submit a complaint or report of sexual harassment or retaliation directly to the OIG.
- (d) While written complaints and reports of sexual harassment or retaliation are preferred, Agencies shall accept all complaints and reports, whether written, verbal, or anonymous, and will ensure that each complaint or report is promptly and appropriately investigated and resolved.
- (e) Agencies shall review all complaints and reports of sexual harassment and retaliation they receive and shall notify the OIG of the same within two (2) business days of receipt.

IX. Investigations

- (a) Each Agency shall designate at least two of its employees, not of the same gender, to conduct investigations under this Policy. Agencies must ensure that employees directly supervised by designated investigators have the ability to submit complaints or reports of sexual harassment to an individual other than their direct supervisor or manager.
- (b) Agencies shall report to the OIG the names and contact information for the designated investigators and a HR contact via the OIG's online portal within seven (7) business days of the effective date of this Policy. Should a vacancy in an investigator or HR contact role occur, a replacement shall be designated and reported to the OIG within seven (7) business days of the vacancy via the OIG online portal.
- (c) Agencies shall cooperate with any determination by the OIG that a complaint or report cannot be handled internally at the Agency from which it originated. Agencies shall cooperate fully with the impartial investigator assigned by the OIG to handle the complaint or report.
- (d) The assigned investigator shall complete the investigation and issue a report of findings as promptly as possible but at least within forty-five (45) calendar days of assignment. An Agency Head may consider an extension of time due to extenuating circumstances.

X. Resolution

- (a) Agencies shall make a final determination, and if necessary, implement appropriate corrective or disciplinary action and remedial measures depending upon the nature of the policy violation, as soon as possible but in no event more than twenty-one (21) calendar days of receipt of the investigative report.
- (b) Agencies shall consult with and provide updates to the OIG as requested and promptly produce any information related to a sexual harassment or retaliation complaint or report or the investigation upon the OIG's request.
- (c) Agencies shall, to the extent consistent with thorough investigation and with procedures outlined in this Policy, maintain confidentiality of information reported to the Agency. Complaints and reports of sexual harassment or retaliation, investigative reports, final determinations, and other related documents will be subject to disclosure under the Open Records Act upon completion of the investigation.

XI. Acknowledgement and Recordkeeping

- (a) Agencies shall make this Policy available to all Covered Employees and retain documentation of each Covered Employee's acknowledgment of receipt of the Policy in his or her personnel file.
- (b) All complaints and reports, investigative documents, policy acknowledgements, and records of training attendance shall be retained pursuant to the statewide record retention schedule and as otherwise required by law pursuant to specific requests for preservation.

Effective Date

This Policy becomes effective March 1, 2019 and may be revised as necessary.

References:

History:

annual review:
added to TOPPS: 01/03/96;
added to Manual of Guidance: 02/10/94
Reviewed: 4/26/2019

157.5.01 Adjustments

General Provisions 101 through 150.

Section 158—Training Program

158.1 General Description

The Contractor's Equal Employment Opportunity Affirmative Action Program includes on-the-job training aimed at fully qualifying trainees in the trade or job classification involved.

The Proposal specifies the number of trainees to be trained under this Specification.

This training specification is in implementation of 23 USC 140(a). As a part of the Contractor's Equal Employment Opportunity Affirmative Action Program, provide training as specified in this specification.

158.1.01 Definitions

General Provisions 101 through 150, **158.1.02**

Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Reference Documents

Georgia On-the-Job Training Program Manual

158.1.03 Submittals

Submit an acceptable training program to the Department for review and approval within 30 days after the Notice to Proceed is issued. Failure to submit an acceptable training program, as determined by the Engineer, will result in the withholding of all Contractor progress payments

Specify the starting time for training in each of the classifications.

158.2 Materials

General Provisions 101 through 150.

158.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

158.3 Construction Requirements

158.3.01 Personnel

A. Number of Trainees

If the Contract Work is subcontracted, determine how many trainees, if any, the Subcontractor shall train. However, retain the primary responsibility for meeting the training requirements of this Specification. Ensure that this Specification applies to the Subcontract.

Where feasible, have 25 percent of the apprentices or trainees in each occupation be in their first year of apprenticeship or training.

Distribute the number of trainees among the work classifications based on needs and the availability of trainees in each classification (within a reasonable area of recruitment).

Section 158-Training Program

B. Types of Trainees in Attendance

1. **Construction Crafts.** Provide training in the construction crafts. Training may also be provided for lower-level management positions if training is oriented toward construction applications such as office engineers, estimators, time-keepers, etc.
2. **Laborers.** Training may be provided in the laborer classification if the training is meaningful and if significance is proven and approved by the Division Office.
3. **Clerks and Secretaries.** Do not provide training for clerk-typists or secretarial-type positions.
4. **Minorities and Women.** Conduct systematic and direct recruitment through public and private sources likely to yield minority and women trainees. Recruit minorities and women within a reasonable area of recruitment.
Demonstrate the steps taken to recruit minorities and women for training to comply with this Specification. This training commitment is not intended to nor will it be used to discriminate against any applicant for training, whether or not the applicant is a member of a minority group.

158.3.02 Equipment

General Provisions 101 through 150.

158.3.03 Preparation

Give each trainee a copy of the program that is followed during training. Provide each trainee with certification showing the type and length of training satisfactorily completed.

The State will approve of or accept the training program before beginning work on the classification covered by the training program.

158.3.04 Fabrication

General Provisions 101 through 150.

158.3.05 Construction

An employee who completes a training course or is employed as a journeyman cannot receive training in that area of expertise. Satisfy this requirement by including questions in the employee application or by using other means to disclose the trainee's status. Keep records of the findings of each case.

Some off-site training is permissible provided the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

158.3.06 Quality Acceptance

The selected training program approved by the Department and the Federal Highway Administration establishes the minimum length and type of training for each classification. The Department and the Federal Highway Administration will approve a program if it is calculated to meet Equal Employment Opportunity obligations and qualify the average trainee for journeyman status in a classification by the end of the training period.

Acceptable apprenticeship programs include:

Programs registered with U.S. Department of Labor

Programs registered with the Bureau of Apprenticeship and Training

Programs registered with a State apprenticeship agency recognized by the Bureau

Training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration,

Bureau of Apprenticeship and Training if administered in a manner consistent with the Equal Employment obligations of Federal-Aid highway construction contracts

158.3.07 Contractor Warranty and Maintenance

Maintain and furnish periodic records (form FHWA 1409) that document performance under this Specification.

Section 158-Training Program

158.4 Measurement

Except as otherwise noted in Subsection 158.4.01, "Limits," the Contractor will be reimbursed 80 cents for every hour an employee is trained in an approved training program on this Contract. If the number of trainees exceeds the number specified in this Training Specification, reimbursement will be at the Engineer's approval. The Contractor will receive the reimbursement even though additional training program funds are received from other sources (only if the other sources do not specifically prohibit the Contractor from receiving other reimbursement).

The Contractor will be not receive any progress payment under any one of these conditions:

- Failure to provide an acceptable training program to the Department within 30 days after the Notice to Proceed is issued
- The Contractor fails to provide the required training
- The trainee fails to be hired as a journeyman at the fault of the Contractor
- The Contractor fails to show good faith to meet the requirements of this Training Specification

158.4.01 Limits

The Contractor is credited for each trainee that is employed on the Contract Work and that is currently enrolled or becomes enrolled in an approved program. Reimbursement for such trainees is as follows:

1. The Contractor receives reimbursement for off-site training only if trainees are concurrently employed on a Federalaid project and the Contractor does one or more of the following:
 - Contributes to the cost of the training
 - Provides instruction to the trainee or pays the trainee's wages during the off-site training
2. The Contractor provides acceptable training to the number of trainees specified on the Contract.
3. A trainee begins training on the project as soon as feasible after the work that uses the trained skill has begun.
4. The trainee remains on the project as long as training opportunities exist in the work classification or until the trainee has completed the training program. Trainees do not need to be employed for the entire length of the Contract.
5. Trainees are paid at least 60 percent of the appropriate minimum journeyman's rate specified on the Contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period.

If apprentices or trainees in an approved existing program are enrolled as trainees in the same classification on this Project, the appropriate rates approved by the Departments of Labor or Transportation for the existing program shall apply to the trainees.

158.5 Payment

Payment will be made under:

Item No. 158	Training hours	\$0.80 per hour
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158.5.01 Adjustments

General Provisions 101 through 150.

THE HIGHWAY CONSTRUCTION WORKFORCE CHALLENGE

ON-THE JOB TRAINING INCENTIVE PLAN PROPOSAL

Submitted by Heather Bartlett, Sr. Program Manager Special Projects- HNTB CORPORATION

Reviewed by: Betty Mason, P3 Quality Verification Program Manager- GDOT

June 19, 2021

The Department acknowledges that while the demand for highway construction, maintenance, and operations workers is growing, emerging technologies require these same workers to also have new skills.

In the results of an industry-wide survey conducted by the Associated General Contractors of America (AGC) and Autodesk released on August 19, 2019, eighty percent (80%) of construction firms report they are having a hard time filling hourly craft positions that represent the bulk of the construction workforce. Association officials said shortages pose a significant risk to future economic growth. (<https://www.agc.org/news/2019/08/27/eighty-percent-contractors-report-difficulty-finding-qualified-craft-workers-hire>).

As part of GDOT EEO Innovative Programs, the Department intends to implement a workforce development initiative to incentivize its On-The-Job Training (OJT) Program on Private, Public, Partnership (P3)- Major Mobility Investment Projects (MMIP) beginning in 2022. Based on current geographical area Industry Market Analysis conducted by Project Management Consulting firm- HNTB and sponsored by GDOT, the Department intends to add incentives to four (4) construction crafts recognized as having workforce challenges: pile driver, iron worker, carpenter, highway or bridge cement / brick mason. And add one (1) lower-level management classification: Highway Construction Inspector, permitted by GDOT Standard Specification 158.3.01.B as being oriented toward construction applications and recognized as being a serious concern and major risk in the HNTB Market Analysis.

Addendum (Update) to FY2021 Contractor Compliance Plan

GDOT Equal Employment Opportunity Program

FY2022

Part 1 – Contractor Compliance Plan

X. Innovative Programs

- G.** GDOT EEO will implement a workforce development initiative to incentivize the On-The-Job Training (OJT) only on its Program for P3 (MMIP) projects. Based on current geographical area Industry Market Analysis of contract performance, GDOT will apply incentives to specific job classification identified with upcoming workforce challenges and add a lower-level management classification to the Georgia On-the-Job Training Program Manual. All requirements on Std Spec 158 remain in full effect, unchanged except for that of 158.4.01 Limits: The Contractor **shall be credited two (2)** for each trainee that is employed on the Contract Work, is currently enrolled or becomes enrolled in one of the incentivized approved programs, and successfully completes the program. The stipulated Classification Training Hours for successful completion shall not be divided or reduced, other than when the Department approves an individual trainee's early-completion.
-

Addendum to the GDOT On-The Job Training Manual

ON THE JOB TRAINING – P3 (MMIP) Projects (Only)

TRAINING PROGRAM OUTLINES

HIGHWAY & BRIDGE CONSTRUCTION TRADES

GDOT EEO workforce development initiative to incentivize the On-The-Job Training (OJT) Program for P3 (MMIP) projects is based on current geographical area Industry Market Analysis.

The Contractor shall be **credited 2 trainees** for each trainee that successfully completes the following specific job trainee classification programs. The training hours for each trainee shall not be reduced, except for when approved as early completion.

Job Classification and Descriptions:

Classification	Description	Weeks	Hours
Pile Driver	Sets in place, aligns, plumbs, and directs driving of timber, concrete, steel, pipe, and any other types of piling. Sets, drives, and pulls steel, concrete, and other types of sheet piling. Rigs pile and leads and bracing. Signals operator. Splices piles before and after driving. Directs pile cutoffs. May direct jetting or drilling equipment in connection with installing piles to grade. Performs other related duties.	26	1040
Ironworker Reinforcing	Works from plans to layout and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to common or utility laborers. May install miscellaneous materials integral to concrete structures or paving. May work with power tools. Performs other related duties.	26	1040
Ironworker Structural	Erects and places fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Performs other related duties.	26	1040
Carpenter, Highway or Bridge:	Layouts work from plans or details. Builds wooden structures; such as concrete forms, false work, pouring chutes, etc. builds in-place to line and grade, prefabricates in units to be erected later, forms for bridges, drainage structures, walls, etc. May perform other related duties.	26	1040
Cement/Brick Mason	Layouts work from plans or details and installs brick, concrete block, tile, or other material in the construction of manholes, catch basins, drop inlets, sidewalks, retaining walls and other structures. May perform other related duties.	26	1040

The Contractor shall be credited **one (1)** for each of the following trainees that are employed on the Contract Work, is currently enrolled or becomes enrolled, and successfully completes the approved program.

Job Classification and Descriptions:

Classification	Description	Weeks	Hours
Highway Construction Inspector	Monitor the Contractor's on-site construction activities and inspect materials in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. Performs other related duties.	52	2080

OJT Addendum Applicable on P3 /MMIP Projects (Only)

Highway Construction Inspector

Training Breakdown

Approximate Training Time:

52 wks or 2080 hours

Trainee Pay in this classification: Persons employed in a bona fide executive, administrative, and professional capacity are not covered under the Davis-Bacon Act. However, if the trainee devotes over 20% of their time in a work week to physical and/or manual labors, they are covered under the DBA for the time spent performing the work of a laborer or mechanic, the DBA wage rate of the work being performed shall apply.

- | | |
|---|------------------------|
| <p>I. PROJECT AGREEMENT, PLANS AND SPECIFICATIONS</p> <p>Recognize and use standard construction terminology, identify purposes and roles of various project documents, match locations on plans to locations on the site, locate and understand information included in the project agreement, project drawings, identify project documents that specify types of project work, locate information in agency/owner standards and specifications and applied knowledge for field inspection.</p> | <p>780 HRS.</p> |
| <p>II. MEASUREMENT AND SURVEYS</p> <p>Perform calculations and measurements maintaining the correct precision and compare with plans and specifications, identify survey stakes and markers, and interpret notation, and use drawing scales to determine distances.</p> | <p>210 HRS.</p> |
| <p>III. TOOLS AND EQUIPMENT</p> <p>Identify tools and equipment used by inspectors for inspections, testing, and reporting, identify tools and equipment used in construction.</p> | <p>210 HRS.</p> |

IV.	SITE OPERATIONS	670 HRS.
	Identify components of work zone traffic control, identify construction activities, identify, and verify the presence of, erosion and sediment control components, and identify, and verify the presence of, types of utility markings and applied knowledge for field inspection.	
V.	HIGHWAY INSPECTION DOCUMENTATION	210 HRS.
	Understand and complete documents required following a field inspection such as inspector daily report.	
TOTAL:		2080 HRS.

MAJOR MOBILITY INVESTMENT PROGRAM REPORT

Industry Market Analysis – Part II

March 2021

Prepared by HNTB

Workforce Development Concerns Summary:

Highway Construction Inspector: Construction management and inspection staff were analyzed together as they will likely come from the same pool of professionals. The analysis found that at the MMIP peak, more than 800 full-time equivalent workers will be required to help manage and perform inspection. This would be in addition to those currently working on GDOT programs. According to Bureau of Labor Statistics data, there are already a severe shortage of construction management workers in the Highway, Street, and Bridge Construction industry. Resources will need to be hired and recruited from other parts of the region and country, but it is not known how easily this can be done, and at what cost. In general, the availability of **construction management and inspection professions is considered a serious concern and major risk** for MMIP delivery.

Ironworkers: The analysis found that at the MMIP peak, more than 230 full-time equivalent ironworkers will need to be dedicated to the program. This would be in addition to all current ironworkers dedicated to bridge work in Georgia. According to Bureau of Labor Statistics data, in Georgia and in the Southeast as a whole, there are very few ironworkers in the Highway, Street, and Bridge Construction industry. While there are ironworkers outside that classification, they may specialize in, or already be dedicated to, another construction sector such as commercial and residential building. It is not known how readily these workers will be able to make the transition to structural bridge work, if at all. In general, the availability of **ironworkers is considered a serious concern for MMIP delivery.**

Pile Driver: The analysis found that at the MMIP peak, more than 30 full-time equivalent pile/foundation workers will need to be dedicated to the program. This would be in addition to pile drivers currently dedicated to Georgia Highway, Street, and Bridge Construction. According to Bureau of Labor Statistics data, in Georgia and in the Southeast as a whole, the availability of these workers is quite limited—there are less than 400 in the entire Southeast, and less than 70 in Georgia. Foundation workers and subcontractors will undoubtedly need to be recruited from other parts of the region; however, because of the relatively low number of pile drivers needed compared to other trades, this is unlikely to have a major impact. In general, the availability of **pile drivers is considered a moderate concern for MMIP delivery.**

Carpenter, Highway or Bridge / Cement/Brick Mason: Because most projects are still early in design, all workers dedicated to concrete forming and placement were analyzed together. This group included workers such as carpenters, cement masons, and concrete finishers. The analysis found that at the MMIP peak, more than 350 full-time equivalent concrete workers will be needed. This is in addition to the estimated 450 already dedicated to in-state programs. According to the Bureau of Labor Statistics, this additional need will create a deficit that will likely need to be satisfied by out-of-state sources. Workers will need to be recruited from other parts of the Southeast region or trained. Overall, the availability of **concrete workers is considered a moderate concern for MMIP delivery.**

Laborers: The analysis found that at the MMIP peak, more than 1,200 full-time equivalent laborers will be required to deliver the program. This would be in addition to all current construction laborers dedicated to Highway, Street, and Bridge Construction work in Georgia. Bureau of Labor Statistics data indicates a slight deficit within Georgia of construction laborers. While overtime may be implemented to cover the gap, resources will likely need to be pulled from other nearby states. Overall, the availability of **laborers is considered a moderate concern.** (Laborer were not considered for the incentive program due to the level of expertise and training for the job classification)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FEDERAL-AID PROJECT NO.

FEDERAL-AID HIGHWAY CONSTRUCTION
CONTRACTOR'S SEMIANNUAL TRAINING REPORT

INSTRUCTIONS: This report is to be completed by the contractor semiannually for each individual employed on this contract (including any subcontractors under it who has received training during the reporting period under the training special provision (attachment 2 FHPM 6-4-1.2)). The report is to be submitted by the 20th of the month following the reporting period. (July 20, and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Georgia Department of Transportation.

1. NAME OF CONTRACTOR		1a. ADDRESS	
2. NAME OF TRAINEE	2a. SEX.	2b. ADDRESS	<input type="checkbox"/> M <input type="checkbox"/> F
3. AGE OF TRAINEE	4. SOCIAL SECURITY NUMBER		5. EMPLOYEE STATUS (CHECK ONE) <input type="checkbox"/> NEW HIRE <input type="checkbox"/> UP-GRADE
6. ETHNIC GROUP DESIGNATION (CHECK ONE) <input type="checkbox"/> AFRICAN AMERICAN <input type="checkbox"/> ASIAN <input type="checkbox"/> SPANISH AMERICAN <input type="checkbox"/> AMERICAN INDIAN <input type="checkbox"/> OTHER			
7. SUMMARY OF PREVIOUS TRAINING: (ENTER AMOUNT AND TYPE OF TRAINING RECEIVED BY TRAINEE ON OTHER CONTRACTS UNDER APPROVED TRAINING PROGRAMS).			
PERSONS IN HOUSEHOLD		HOURS COMPLETED TOWARD TRAINING PROGRAM FOR	HOURS REQUIRED IN TOTAL HOUSEHOLD INCOME
8. JOB CLASSIFICATION OF TRAINEE CONTRACT (CHECK ONE)		9. DATE TRAINING STARTED ON TYPE OF ON THE JOB TRAINING THIS <input type="checkbox"/> APPRENTICESHIP <input type="checkbox"/> OTHER	

REPORTING PERIODS

INSTRUCTIONS: One vertical column is to be completed for each succeeding reporting period and the form submitted. Enter June 30, Dec. 31 as applicable in columns a thru h below

	A	B	C	D	E	F	G	H
HOURS OF TRAINING DATA	20	20	20	20	20	20	20	20
11. PROVIDED DURING REPORT PERIOD								
12.								
PROVIDED TO DATE								
13. REMAINING TO								

COMPLETE THE APPROVED PROGRAM

14. TERMINATION
(IF TRAINING WAS TERMINATED PRIOR TO COMPLETION OF APPROVED PROGRAM EXPLAIN REASON FOR TERMINATION)

EFFECTIVE DATE

☐ ☐ (CHECK APPROPRIATE)

1. FULL COURSE 4. INVOLUNTARILY DROPPED 2. EARLY COMPLETION 5. VOLUNTARILY DROPPED 3. ACCEPTED
FULL-TIME JOB 6. TRANSFERRED TO OTHER TRAINING PROGRAM 7. TRANSFERRED TO OTHER PROJECT

15. REPORT PREPARED BY (SIGNATURE AND TITLE OF CONTRACTOR'S REPRESENTATIVE)	15a. DATE

(SIGNATURE)
16. REPORT REVIEWED BY (SIGNATURE AND TITLE OF GDOT OFFICIAL)

(TITLE)

16a. DATE

FORM-1409 (REV. 10-04) (SIGNATURE)

(TITLE)



Office of Equal
Opportunity Employment

Program
Manual

On-the-Job
Training



OPERATOR

CARPENTER



ESTIMATOR



FOREMAN

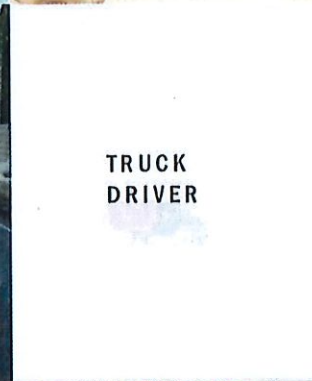


MECHANIC

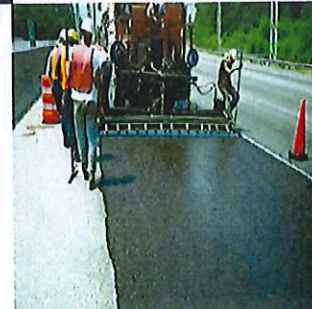
CONCRETE
FINISHER



TRUCK
DRIVER



ASPHALT
RAKER



BULLETIN BOARD CHECKLIST**PROJECT #:** Click here to enter text.**DATE:** Click here to enter text.**PRIME CONTRACTOR:** Click here to enter text.

- ☐ **LOCATION OF BULLETIN BOARD** (in project area where visible to workers and public)
- ☐ **BULLETIN BOARD SPECIFICATIONS** (properly mounted with transparent material, weatherproof, legible condition, easily accessible to employees and potential applicants)
- ☐ **POSTERS REQUIRED FOR CONTRACTOR'S BULLETIN BOARD**
- ☐ Pay Transparency Nondiscrimination Provision (new 12/2016)
 - ☐ EEOC-P/E-1 (Revised 11/09) Equal Employment Opportunity IS THE LAW
 - ☐ EEO IS THE LAW – Poster Supplement (updates to E.O. 11246)
 - ☐ FHWA-1022 (Rev 5-2015) NOTICE Federal-Aid Project (*No Spanish*)
 - ☐ WH 1321 (Revised April 2009) Employee Rights Under the Davis-Bacon Act
 - ☐ OSHA 3165 Revised 2015 Job Safety and Health IT'S THE LAW
 - ☐ USERRA Poster "Your Rights Under USERRA" (new 4/2017)
 - ☐ WHD Publication 1420 Revised April 2016 Employee Rights And Responsibilities Under The Family And Medical Leave Act
 - ☐ WH Publication 1462 July 2016 NOTICE Employee Polygraph Protection Act

☐ **PRIME'S SEXUAL HARASSMENT/DISCRIMINATION, EEO POLICY STATEMENT**

Date of the letter: Click here to enter text.

The policy must include the following statement verbatim:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

☐ **EEO APPOINTMENT LETTER** (needs to point out who the company EEO Officer is and how to contact)

Notes: Click here to enter text.

**ALL SUBCONTRACTOR'S EEO POLICY STATEMENTS**

The policy must include the following statement verbatim:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

Sub's policies posted:

SUBCONTRACTOR	DATE SIGNED
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
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Sub's policies needed:

SUBCONTRACTOR	DATE SIGNED
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(Recommendation only). GFE in meeting FHWA1273 SECTION II, PART 4.

CURRENT JOB OPPORTUNITIES/OPENINGS WITHIN THE COMPANY (☐ None Listed)



WAGE DECISION FROM THE CONTRACT



REQUESTED / APPROVED ADDITIONAL WORK CLASSIFICATIONS (and the approved rates).



ADDITIONAL NOTES ABOUT THE BULLETIN BOARD:

Click here to enter text.

COMMERCIALLY USEFUL FUNCTION (CUF)
PROJECT SITE REVIEW (CONSTRUCTION PROJECTS)

GDOT EEO 5/2014
Rev. 7/2020

Per 49 CFR 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved". It is the primary responsibility of the Prime Contractor to ensure that the DBE is performing a CUF. The Department, as the contracting agency, has oversight responsibility to ensure that the Prime Contractor has effectively met this responsibility under its contract with the Department.

- Document a minimum of one review for each DBE for each project with a DBE goal. File the completed form in the official project records with the applicable DBE report. The review should be started when the DBE first begins work and is not complete until the DBE has received a payment. Continue to monitor compliance through the course of the project. Use the CUF form to document any further noted concerns or inconsistencies. Contact the District EEO Officer if you believe a DBE may not be performing a Commercially Useful Function (CUF), or if you have any questions related to the program. This form does not document every possible question or concern. Monitoring the DBE for CUF is a continuous process through the life of the project.

Project Number: County: Prime Contractor:	GDOT Reviewer: Contractor's Representative Interviewed: Review Date:																																																																											
DBE Name:																																																																												
DBE is performing as a Contractor: The Prime Contractor <input type="checkbox"/> A Subcontractor <input type="checkbox"/> A Tier Subcontractor <input type="checkbox"/>																																																																												
DBE is performing as a Material Supplier: A Manufacturer <input type="checkbox"/> A Regular Dealer <input type="checkbox"/> A Broker <input type="checkbox"/>																																																																												
Scope of Work Provide a brief description of the DBE's scope of work. (Refer to Subcontract Agreement and/or Purchase Order if needed.)																																																																												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">YES</th> <th style="width: 10%; text-align: center;">NO</th> </tr> </thead> <tbody> <tr> <td>A. Prime Contractor Interview and Subcontract Approval</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>1. Does the Prime Contractor have a process in place to substantiate the DBE's CUF and the allowable credit toward the DBE goal in the Contract?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>2. Is the DBE only using equipment it owns, rents, or leases? (Obtain copies of all rent or lease agreements).</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>3. 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3. Is the DBE working without assistance from the prime contractor or another subcontractor? (Use of prime's equipment in an emergency is allowed but the cost associated with the use of the equipment cannot be credited towards the goal.)	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
4. Are DBE leased trucks properly placard?	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
C. Labor Interviews	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
1. Does the DBE have employees on the job to perform the work?	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
2. Do the DBE's employees only work for the DBE?	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
D. Material Invoice Inspection	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
1. Does a review of the haul tickets associated with the project indicate that hauling is being performed by the DBE?.....(NA <input type="checkbox"/>)	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
2. Does the DBE's name appear on all invoices, haul tickets, and/or bills of lading?	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
E. Commensurate	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
1. Is Payment received by the DBE comparable with the work being performed? (Comparison of DBE report, canceled checks, subcontract, and inspection pay reports).	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
2. Are payments "promptly" paid; within 10 days of the GDOT payment to prime?	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
F. Joint Checks... (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
1. Is the Prime paying the DBE and the DBE's Supplier with one check?	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
2. Has the Department approved the use?	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
G. CUF	<input type="checkbox"/>	<input type="checkbox"/>																																																																										
1. Does the DBE appear to be performing a Commercially Useful Function (CUF)? (If no, provide comments and contact your District EEO Officer at _____)	<input type="checkbox"/>	<input type="checkbox"/>																																																																										

COMMERCIALLY USEFUL FUNCTION (CUF)
PROJECT SITE REVIEW (CONSTRUCTION PROJECTS)

GDOT EEO 6/2014
Rev. 7/2020

CUF DETERMINANTS

PERFORMING

- a. DBE must be responsible for performing its own work on the project
- b. At least 30% of the work must be performed by the DBE with its own workforce
- c. The DBE keeps a regular workforce and has its own employees
- d. The DBE is utilizing its own equipment
- e. Operation of the equipment must be subject to the full control of the DBE

RED FLAGS

- A portion of the DBE's work being done by the Prime Contractor or jointly with another contractor
- Employee working for both the Prime and the DBE
- Equipment used by DBE belongs to the Prime Contractor or another contractor with no formal lease agreement
- Equipment signs and markings cover another contractor's identity

RECORDS/DOCUMENTS

- Subcontract Agreement or Purchase Order
- Equipment ownership, rental, or lease documents
- Certified payrolls

MATERIALS (For material credit)

- a. DBE is responsible for the delivery of the materials
- b. DBE is ordering the material and invoices indicate that DBE is the customer
- c. Material invoices indicate that DBE owner or Superintendent is the contact person
- d. Department has approved use of joint checks

RED FLAGS

- Materials for DBE credited work are delivered by the Prime Contractor
- Materials are ordered, billed to, and/or paid by the Prime Contractor
- Invoices do not indicate that DBE is the customer
- Prime's employee is listed as the contact person on invoices
- Materials come from Prime's stockpiles

RECORDS/DOCUMENTS

- Invoices
- Haul tickets or Bills of Lading
- Material on Hand documentation
- Joint check agreement
- Cancelled checks

SUPERVISING

- a. DBE supervisor is a full-time employee of the DBE
- b. Employees are being supervised by DBE supervisor
- c. DBE is scheduling work operations

RED FLAGS

- DBE's employees are being supervised by Prime Contractor or another contractor
- DBE provides little or no supervision of work
- DBE supervisor is not a full-time employee of the DBE

RECORDS/DOCUMENTS

- Certified Payrolls
- Document communication with DBE owner or Superintendent

Contractor Checklist
Compliance Review – July 2021

1. ☐ Complete and submit the enclosed Compliance Review Report Form with supporting documentation.
2. ☐ Submit employment data record which reflects the review period for the review project (**DATE, through DATE**). Categorize employees by job classification and include the employee's name, date hired, job classification, race, sex, wage rate, and date fired, if applicable.
3. ☐ Submit a list of promotions (company-wide and on the review project) during the past six months, annotated to indicate race, sex, previous classification, wage rate, and current classification and wage rate.
4. ☐ Submit a list of current recruitment sources available for this review project and documentation of any utilized during the past 6 months. Include address, telephone numbers, and contact person of each recruitment source within the affected review project area.
5. ☐ Submit a list of all employees hired within the last six months company-wide annotated to indicate race, sex, job classification, date of hire, and wage rate.
6. ☐ Submit a separate list of all employees hired within the last six months for the review project annotated to indicate race, sex, job classification, date of hire, and wage rate.
7. ☐ Submit a copy of the initial payroll as well as a copy of the most current payroll for the review project. The payroll should be annotated to indicate the race, sex, wage rate, and job classification of each employee.
8. ☐ Submit a Monthly Utilization Report for each month of the review period.
9. ☐ Submit a **FORM FHWA-1391 for EACH of the following:**
 - A. ☐ Each active federal aid construction project within the State of Georgia
 - B. ☐ Total company-wide workforce
 - C. ☐ Home Office workforce (managerial, clerical, shop personnel, etc.)
10. ☐ Submit a list of minority and female-owned vendors (DBE) and material suppliers used during the past six months. Include the address and the type of work.
11. ☐ Have available for review copies of purchase orders and subcontracts issued, which must contain Form FHWA-1273.
12. ☐ Submit a listing of all subcontracts issued by your firm relative to this federal-aid highway project (include DBEs). The listing should indicate the project number, subcontractor name, address, contact person, and the amount of the subcontract.
13. ☐ Submit for review copies of union bargaining agreements, if applicable.
14. ☐ Submit a copy of findings by or agreements entered into with any State or Federal Agency.
15. ☐ Submit a copy of your company's EEO Policy signed by the President or a principal policy official. The EEO Policy should be currently dated and must indicate the name and telephone number of your EEO Officer.
16. ☐ Have available for review the original dated documentation of meetings held by a contractor with employees and/or supervisory personnel where the EEO Policy and/or training opportunities were discussed.
17. ☐ All active subcontractors on this project will be reviewed and should attend this meeting unless their subcontract is less than \$10,000 or if they have already had a State EEO Compliance Review as a prime

contractor or subcontractor on another project this year (this should be verified with the EEO Officer). Please submit the above information for all active subcontractors. **A subcontractor is considered active if working two weeks before the review, the day of the review or two weeks after the date of the review.**



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

MONTH, 2021

FIRM ADDRESS

Re: Annual EEO Compliance Review – 2021
Project Number:

Dear XXX:

In accordance with FHWA 1273 and 23 CFR 230.405 a State Compliance Review of your company's Equal Employment Opportunity Program will be conducted. **Prior to our visit, we encourage you to review your contract which contains a copy of FHWA 1273, Required Contract Provisions.**

The on-site review is **tentatively** scheduled for *DATE*, 2021 and will entail comprehensive on-site interviews with employees and supervisors plus an in-depth analysis of your entire Equal Employment Opportunity Program. Please, understand that the interview will be conducted virtually due to COVID-19; I will let you know if anything changes by *DATE*, 2021.

All active subcontractors with contracts greater than \$10,000, and 15 or more employees will be subject to the review. Prime and/or subcontractors may be exempt if they have been subject to a review within the last two years either by GDOT EEO or the USDOL OFCCP. Exemptions must be validated by submitting a copy of the final determination letter

A subcontractor is considered active if working two weeks before the date of the review, the day of the review, or two weeks after the date of the review. The prime contractor must notify all active subcontractors of the impending review and is **responsible for furnishing** all documents identified in the enclosed "**Review Checklist**" by **DATE 2021** for our preliminary analysis. Active sub-contractors will be scheduled by appointment to attend the on-site review meeting.

The employee charged with implementing, administering, disseminating policy, and making commitments for corrective action pursuant to your company's EEO Affirmative Action Plan must be present during the review. The review period for this project will be from *June 15, 2020 through December 15, 2020*. Please submit all information identified in the "**Contractor Checklist**" by **DATE 2021** for our preliminary analysis.

Please mail the requested information to my attention at the following address:

Georgia Department of Transportation
Alexander T. Uzoka, Contract Compliance Officer
600 W. Peachtree Street 7th Floor
Atlanta, GA 30308
Or email to auzoka@dot.ga.gov

If you choose to email the documents, please redact any confidential or private information that could compromise an individual's identity if retrieved by a 3rd party, such as Social Security numbers. (*Blackout the numbers except for the last 4 digits*). *You may also send the documents in a thumb drive.*

Although you will be apprised of our findings during the close-out conference which will occur directly following our review, a formal letter identifying your status as either in compliance or non-compliance shall be issued at a later date.

Should you have any questions, please contact me directly by phone at (404) 631-1972 or (678) 491-1048

Sincerely,

Contract Compliance Officer 2

Enclosures: Compliance Review Checklist & Contract Compliance Review Form

cc:

Menelik Alleyne, Esq. State EEO Assistant Administrator
File

**FEDERAL AID HIGHWAY CONSTRUCTION
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE REVIEW REPORT FORM**

The information below must be provided by the contractor(s) (or an authorized representative) and returned to the Georgia Department of Transportation Equal Employment Opportunity General Office in Atlanta Georgia no later than **DATE**. Please call Alexander Uzoka at (404) 631-1279 if you have any questions.

1. Name, address & phone number of contractor(s):

2. Name & title of principal policy official(s) of the company:

3. Name & title of company official responsible for equal employment compliance:

4. Name & title of each Project Supervisor:

5. Federal-aid project number, county, and state:

Dollar Amount of Construction: _____ Percent Complete: _____

Beginning Construction Date: _____ Estimated Completion Date: _____

Estimate Peak Employment: _____ During _____
(Number of Employees) (Month/Year)

COMPANY'S EEO POLICY AND EEO OFFICER

6. Does the company have a written Equal Employment Opportunity (EEO) statement? (If so, attach a copy).
7. Has the policy statement been reviewed and reaffirmed within the past year? If so, explain how this was accomplished.
8. Define the responsibilities of the company's designated EEO Officer.
9. Does the EEO Officer keep, or have access to, records for each company employee which includes all pertinent employment information about each employee?
10. Is the EEO Policy included in the company policy manual and, if applicable, the collective bargaining agreement?
11. Is the EEO Policy stated in company newsletters, annual reports, or bulletins?
12. Is the Equal Opportunity Employer (EOE) statement included in all advertising, purchase orders, leases, etc.?
13. Is a "certification of non-segregated facilities" statement incorporated in the company's EEO Policy?

DISSEMINATION OF EEO POLICY
MANAGERS AND SUPERVISORS

14. List the locations where the company's EEO policy is posted, relative to the review project.
15. Is there an on-site EEO Officer who administers day to day contracting activities? If so, please provide name and phone number.
16. Do supervisory personnel and Human Resources receive discrimination and harassment training? If so, what does the training consist of and how frequently is it offered?
17. Has management brought the company's EEO Policy and implementation procedures to the attention of all employees? If so, explain.
18. Have there been any other meetings or discussions of the company EEO Policy with supervisory personnel? If so, explain and include any appropriate documentation.
19. How does the company make employees aware of their equal employment opportunity policy and procedures? Are all employees told how and where to file a complaint?
20. How do company officials monitor the EEO practices for the company?
21. Are supervisors notified when adverse employment practices are detected? Are the supervisory personnel responsible for maintaining a discrimination and harassment-free work environment?

RECRUITMENT

22. Does the company send written notification to recruitment sources (including women and minority recruitment sources) seeking their assistance at the start of this review project and when employment opportunities occur? If so, please provide samples.
23. Are there records (e.g. letters, emails, logs, etc.) of their responses?
24. Are there records of hires, referrals, or follow-ups?
25. Is there an applicant file that lists, at a minimum, the name, address, telephone number, and job applied for with hiring status and/or referral action taken for all applicants?
- 26. Are all applications maintained in a file for at least six months?**
27. Are there copies of correspondence, telephone logs, etc. detailing the company's follow-up efforts?
28. When advertising for employees, does the contractor include the notation "AN EQUAL OPPORTUNITY EMPLOYER" in all advertisements? If so, please provide currently dated samples, if any.
29. Are there regular recruitment efforts directed at women and minorities at vocational/technical and training schools? Are these efforts documented?
30. Does the written correspondence outlining hiring opportunities include job descriptions, screening procedures, and tests that will be used in the selection process?
31. Does the company encourage present employees to refer women and minority applicants for employment? What methods does the company use to accomplish this?
32. Are there records of the company's actions concerning their outreach and incentive practices and any subsequent job applicants?

HIRING/TRAINING/PROMOTIONS/UNIONS

33. Is there specific and continual monitoring of all hiring, on-the-job training, referrals, layoffs, terminations, and rejections to ensure that there are no discriminatory patterns or practices?

34. Are periodic inspections of project sites conducted to ensure that working conditions and employee facilities do not indicate the discriminatory treatment of project site personnel? Are there reports, memos, files, spreadsheets, etc., that would show the results of this monitoring?

35. Are collective bargaining agreements reviewed for EEO Policy and to ensure that they do not contain any discriminatory practices or provisions?

36. Is there a periodic in-depth review of personnel actions to determine whether there is evidence of discrimination?

37. How often are women and minority employees reviewed for promotional and advancement opportunities?

38. Are women and minority employees encouraged to seek promotional and training opportunities?

39. How are employees made aware of promotional and training opportunities?

40. Does the EEO Officer have the appropriate job descriptions, records, and data analysis to monitor personnel policies affecting women and minorities?

41. How does the company develop, in cooperation with the unions, joint training programs aimed toward minorities and women and increasing the skills of these employees?

42. How does the company use its best efforts to incorporate an EEO clause in all union agreements?

43. In the event the union is unable to refer applicants as requested by the company in the union agreement, has the company filled the employment vacancies on a non-discriminatory basis?

SUBCONTRACTS

44. Are all contracts awarded on a non-discriminatory basis?

45. What have been the contractor's actions to assure a subcontractor complies with their EEO obligations?

46. Does the company solicit DBE subcontractors, suppliers, manufacturers, dealers, and consultants?

Signature of Individual Completing Form/Date

Name and Title of Individual

Reviewed by Contract Compliance Officer and/or District EEO Review Officer/Date

Note: Please select the appropriate participation report for the drop down menu below

MONTHLY DBE PARTICIPATION REPORT

REPORT SUBMISSION DATE: _____

PROJECT NO. (S) _____
 COUNTY: _____
 CONTRACT ID#: _____
 CONTRACTOR: _____

REPORT #: _____

DATE WORK BEGAN: _____ DBE REQUIRED %: _____ %
 CONTRACT \$ AMOUNT: _____ % DOLLAR COMPLETE: _____ %
 DBE \$ AMOUNT: _____ % PROJECT COMPLETE: _____ %

JANUARY 31	<input type="checkbox"/>	JULY 31	<input type="checkbox"/>
FEBRUARY 28	<input type="checkbox"/>	AUGUST 31	<input type="checkbox"/>
MARCH 31	<input type="checkbox"/>	SEPTEMBER 30	<input type="checkbox"/>
APRIL 30	<input type="checkbox"/>	OCTOBER 31	<input type="checkbox"/>
MAY 31	<input type="checkbox"/>	NOVEMBER 30	<input type="checkbox"/>
JUNE 30	<input type="checkbox"/>	DECEMBER 31	<input type="checkbox"/>

S=SUPPLIER O=OWNER/OPERATOR SC=SUBCONTRACTOR SAR=SUBCONTRACTOR AGREEMENT RECEIVED RN=RACE NEUTRAL RC=RACE CONSCIOUS						APPROVED DBE				VENDOR ID		DESCRIPTION OF WORK			
S	O	SC	SAR	RN	RC	ORIG. SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT	PAYMENTS TO DATE						
01.															
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
02.															
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
03.															
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
04.															
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
05.															
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
CURRENT COLUMN TOTALS															

% PAID TO DATE _____ %

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME.

PRINT NAME: _____
SIGNATURE: _____
(MANDATORY) CONTRACTOR

FOR DEPARTMENTAL USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: _____ SIGNATURE: _____
_____ TITLE (MANDATORY)

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: _____
SIGNATURE: _____
TITLE (MANDATORY)

INSTRUCTIONS TO CONTRACTOR DBE PARTICIPATION REPORT

In order to receive credit toward the DBE Goal, the prime contractor must complete the report in its entirety and submit this form MONTHLY to the Project Manager in charge of the contract. Failure to submit this form will result in no credit toward the contract DBE requirements.

1. PROJECT NUMBER – This is the GDOT assigned project number – See Contract.
2. COUNTY – See Contract.
3. CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract. 4. CONTRACTOR NAME –
5. REPORT SUBMISSION DATE – This is the date the report is completed.
6. REPORT NUMBER – Reports must be consecutively numbered.
7. REPORT TYPE – This should be checked monthly until all work has been completed, at which time the Report Type should be changed to Final and submitted to the Project Manager.
8. DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
9. DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
10. CONTRACT \$ AMOUNT – DBE Amount: *The DBE amount and percentage are the DBE amount and percentage shown in the original contract. (In some instances, this amount may be greater than the percentage amount and may exceed the percentage in the contract; for reporting purposes, the amount over the DBE percentage on this contract is considered race neutral). Original subcontract amount should be at least the amount listed in the contract. Any amounts above the race conscious number or percentage are counted as race neutral and should be shown on report on a separate line than the race conscience. The contractor cannot add the race neutral until the race conscious is exceeded.*
11. PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
12. DBE \$ AMOUNT – This is the total dollar amount representing the percentage of the original contract.
13. PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
14. DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.
15. SUPPLIER (S) – One who supplies material to the Project. The dollar value shown in the contracts for suppliers represents the calculated sixty percent (60%) dollar value of the original amount; therefore, the supplier percentage requires no further adjustments. The amount in the contract should be shown as the subcontract amount.
16. OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.
17. SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.
18. SUBCONTRACTOR AGREEMENT RECEIVED (SAR): The Department requests that you supply a copy of valid executable subcontract agreements between your company and your DBE subcontractors per section 108.01 of the Standard Specifications. All subcontracts shall include the Required Contract Provisions, FHWA 1273; these provisions shall not be incorporated by reference. A copy of subcontractor agreement (SAR) between the prime and each DBE must be submitted to the Area Engineer's Office.

19. RACE NEUTRAL (RN) – DBE participation that would have been used in the absence of any contract goal provisions. Race Neutral Definition:

- No goal on project and Prime subcontracts to a DBE - Race Neutral (% of work)
- Prime contractor exceeds goal on a project – Race Neutral (after fulfilling original goal)
- and DBE wins the Prime Contract (w Goal) – Race Neutral (unless they sub out too much work)

20. RACE CONSCIOUS – DBE participation that was utilized specifically to meet the proposed contract goal or portion thereof.

21. ORIGINAL SUBCONTRACT AMOUNT – This is the original amount shown in the Signed Contract.

22. PREVIOUS PAYMENTS – This totals all PAYMENTS prior to this report.

23. PAYMENTS THIS REPORT – These are the totals of PAYMENTS during this report period only.

24. PAYMENTS TO DATE – Show the actual amount that each DBE has payments to-date under the contract based on the unit prices paid to the DBE by the prime contractor and not contract unit prices. When a supplier is used to fulfill the DBE requirements, only 60% of the amount earned by the supplier may be entered. Show that total amount in the space provided.

25. CURRENT COLUMN TOTALS – Total each column.

26. PERCENT OF CONTACT – This percentage is calculated using the contract amount and the total DBE payments-to-date.

27. CERTIFICATION – The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.

28. DBE must perform at least 30% of work with own forces to meet commercially useful function criteria (49CFR26.55). If a DBE subcontracts part of the work of its contract to another firm, the value of the work can only be counted toward the DBE goal if the DBE's subcontractor is itself a DBE.

29. A DBE hauler must itself own and operate at least one fully licensed, insured and operational truck to be used on the contract.

30. Payments and commitments for Federal-aid projects **shall be separate and distinct and cannot be transferred or combined in any manner.**

31. Credits towards DBE goal can only be claimed after the amount being claimed toward the goal has been paid to the DBE. Attach cancelled checks: Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report (49CFR26.11).

GENERAL INFORMATION

The prime contractor may change DBE firms only with the approval of the District Engineer, provided the changes confirm to contract regulations.

The prime contractor is responsible for sending a copy of the subcontractor agreement between the prime and its subcontractors to the Project Manager. After submitting this document to the Project Manager, the prime contractors checks the block on the DBE Participation Report. Only one copy of the subcontractor agreement is requested for each DBE subcontractor.

If the prime contractor has not submitted a copy of the subcontractor agreement between the prime and its DBE subcontractor(s), the project manager will contact the prime contractor and request this document.

The prime contractor is not requested to send copies of the subcontractor agreement signed with the DBE firms to multiple offices within GDOT. Sending this information to the Project Manager will satisfy the federal requirements.

The prime contractor is responsible to accurately complete the report prior to submitting to the department. Once submitted to the department, the department project manager is responsible for reviewing it for accuracy. If the report is inaccurate, the department project manager shall send the report back to the prime contractor for corrections. Payment will be withheld by the Department until a correct report is received.

The prime contractor is required to submit the monthly DBE from the month of Notice To Proceed until the Final DBE Report is submitted. Payment will be withheld by the Department until the report is received.

Upon completion of the work, a final "DBE Participation Report" will be required and submitted to the Area Engineer prior to final payment. All information shown on the form must be completed, including the payments of each approved DBE.

Joint ventures between non-DBE and certified DBE: Only that portion of the work for which the DBE is responsible may be used to satisfy the requirements.

Should you have questions about the Monthly DBE Participation Report – ARRA Reporting, contact the local District Contracts Administration Office or District EEO Officer.

FOR DEPARTMENTAL USE ONLY:

Federal Law requires that the work of DBE contractors be monitored in the field as part of the effort to ensure that DBEs are actually performing the work (49CFR26.37 (b)).

District EEO Officers must receive copies of the Monthly DBE Participation Reporting.



EEO Audit Report

Date:

Contractor:	GDOT Project #:
County:	District: 4
GDOT Engineer :	Contractor's EEO Officer:

Field Inspections Performed: DBE CUF ☐, Labor Interview ☐, Board Inspection ☐

Findings and Recommendations:

Engineer's Follow-Up Response to Findings:

Disclaimer: this audit report must not be construed as a final determination of the Contractor's compliance or non-compliance with the federal regulations. The audit does not guarantee that all items or areas have been reviewed by the Compliance Officer. In accordance with the Federal regulations, any violation recognized may be grounds for withholding the Contractor's progress payments. In accordance with the Contract, the Engineer will decide all questions that may arise as to the acceptable fulfillment of the Contract on the part of the Contractor.

GDOT - CEI Compliance Officer

Reference to Construction Manual and Contract Specifications

CM Chapter 15 & FHWA 1273 Sec. IV. Davis Bacon and Related Act Provisions

1. Payrolls (Prime and Subcontractors) are up to date and have the <u>signed</u> Statement of Compliance.	
2. Payrolls appeared to have been reviewed by project personnel.	
3. Labor and Mechanics listed on the payrolls had wage classifications either in the contract or a request for additional wage classification (SF 1444) has been submitted.	
4. Payrolls show payroll deductions on Laborers and Mechanics.	
5. Active contractors working/ or have worked on the project have associated labor interviews.	
6. A spot check of Payroll and Labor Interviews against Davis Bacon wage rates revealed the Laborers and Mechanics were paid in accordance with the contract.	

CM Chapter 16 & Referenced Regulations

1. Physical Subcontracts were on file for all approved subcontractors working on the project.	
2. Subcontracts over \$10,000 have Executive Order 11246 physically incorporated.	
3. Subcontracts have the FHWA 1273, Prompt Payment Special Provision, Spec 109 "No Retainage" Language, and Appendix A physically incorporated.	

CM Chapter 17 & DBE Special Provision "Criteria for Acceptability"

1. Current DBE Report is on file. DBE Report #:	
2. DBE reports have been reviewed and signed by project personnel.	
3. Current DBE goal does not indicate a potential shortfall.	
4. At least 1 CUF inspection is on file for all reported DBEs.	
5. A spot check of CUF Inspections appears representative of the DBE firms' work.	
6. The DBE Report appears commensurate with the cancelled checks.	
7. DBE cancelled checks are not "Joint Checks".	

CM Chapter 18 Training Program (OJT), Std Spec 158. & OJT Manual

1. Project has an OJT requirement.	
2. Contractor has submitted an OJT plan to the Department for approval. --30 days from NTP--	
3. Contractor has submitted OJT Trainees to the Department for approval.	
4. Plan and trainee approvals are on file from EEO.	
5. Spot check of training progress indicates a potential shortfall.	

Bulletin Board Inspection Checklist (Quarterly Inspection)

1. Bulletin Board is placed in an area readily accessible to <u>employees, applicants for employment, and potential employees.</u>	
2. Bulletin Board has all required documents.	

Bcm8/20/2015

LABOR INTERVIEW FORM

(ENTREVISTA DE TRABAJO DE FORMA)

Prime Contractor / Subcontractor:					
Contract ID:		County:			
Project Number:		Employee Name: Nombre de empleado:			
Date of Interview:		Gender: Género:		Ethnicity: Etnia:	
Hourly Wage Rate: Tarifa por hora Salario:		Employee's Title: Título del empleado:			
Hire Date: Fecha de contratación:		Length of Time in Current Position : Tiempo de residencia en Posición actual:			

1. Description of employee's work at time of interview (include tools used & equipment):

2. A. Who is your Supervisor? B. Who is the company's EEO Officer?

(¿Quién es su supervisor?) (¿Quién es Oficial de EEO de la empresa?)

3. Do you have any valid complaints about wages received or hours worked? Yes No
(¿Usted ha trabajado quejas válidas sobre los salarios recibidos u horas?) Si No

4. Are you on the Contractor's On-The-Job training program? Yes No if no, continue to box 5.
(¿Está usted en el programa de formación en el puesto de trabajo del contratista?) Si No

a. Classification? (¿Clasificación?)

b. Type of work being performed by the trainee at the time of interview.

c. What are your home address and the Last 4 digits of Social Security Number?

(¿Cuáles son su dirección de casa y los últimos 4 dígitos del número de la Seguridad Social?)

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5. INTERVIEWER'S COMMENTS:

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Interviewer's Signature and Title

Date

6. FOR USE OF PAYROLL CHECKER:

Is the above information in agreement with payroll data and contract requirements? Yes No

If NO is checked please forward to Area Engineer and District EEO. Documentation and follow up is required.

Comments:

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Project Engineer

Date

I hereby attest this labor interview was performed in accordance with the current Construction Manual and provided for the subsequent Payroll Review.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all

work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 601.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth

under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO

policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of

alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such

information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of

three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid

highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the

Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency

for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for

termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the

unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased

employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to

protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate,

or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification — First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal

is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by

the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

January 7, 2021

TO: ALL CONTRACTORS ON FEDERAL-AID HIGHWAY CONSTRUCTION PROJECTS

The Georgia Department of Transportation (GDOT) uses certain forms to conduct an annual review of your company. These forms are FHWA 1391, Recommendations for Affirmative Action checklist, and a Monthly Utilization report. The forms can be found on GDOT's Office of EEO's website at <http://www.dot.ga.gov/PS/Business/EEO#tab-1>. The associated regulations are applicable to the type of contracts on which your company performs and require that you conform to national equal employment opportunity standards. Those standards, for which GDOT has monitoring and reporting responsibility, prohibit discrimination in any form. The non-discrimination standards include, but are not limited to, the duty to refrain from discriminating against any applicant or employee on the basis of race, color, religion, sex, handicap or national origin.

GDOT encourages your evaluation, on a periodic basis, of your EEO program plan. When you undertake such a review, be sure to initiate affirmative steps to correct any identified deficiencies. Your evaluation should include a review of your personnel policies and practices, and an analysis of your workforce composition by race, gender and job classification. The forms referenced above will assist in your evaluation. We encourage you to use them in your internal examination as they will help to familiarize you with the considerations that make up the core of our formal review.

The Recommendations for Affirmative Action checklist suggests measures you should consider in order to strengthen your EEO program plan. Please document any action(s) taken outside these recommendations.

Please be advised that all prime contractors are responsible for the completion of Monthly Utilization Reports in accordance with the workforce reporting requirements.

GDOT staff works hard at making the EEO Compliance Program efficient and effective. We know that the companies working on our projects are aware of their responsibilities regarding compliance with program requirements. We are available to offer assistance to your company in achieving the necessary compliance with the equal opportunity laws and look forward to doing so upon request.

As the Commissioner for the Department of Transportation, I am committed to the standards and principles of Equal Opportunity. I appreciate your continued cooperation and compliance with the program.

Sincerely,


Russell R. McMurry, P.E.
Commissioner